Schedule 10
IntellAIgent SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement (hereinafter referred to as the "**Agreement**") is made and entered on the date in the Order Form ("**Effective Date**") by and between:

4Net Technologies Limited, a company incorporated under the laws of England and Wales with company number **05448638** and registered office at **3 Scholar Green Road, Stretford, Manchester, M32 0TR** (the "**Service Provider**");

AND

The Customer as defined in the Order Form, (hereinafter referred to as the "**Company**").

(The **Company** and the **Service Provider** shall hereinafter individually be referred to as the "**Party**" and collectively as the "**Parties**")

WHEREAS:

A. The Service Provider is engaged in the business of providing artificial intelligence-based workflow and automation software to its clients ("**Software**").

B. The Company wishes to engage the Service Provider to license the Software to the Company on a non-exclusive basis and to provide managed services in relation to the Software, as set out in **the Order Form**.

C. Pursuant to discussions between the Parties and relying on the representations made by the Service Provider, Company has agreed to license the Software from the Service Provider, and the Service Provider has agreed to license the same to the Company, for the consideration and on the terms and conditions, which the Parties wish to record by executing this Agreement.

Opportunity number:

The Initial Term, opportunity number, subscription scope, user quantities, charges, billing frequency and any applicable support arrangements shall be as set out in the Order Form
IT IS AGREED as follows:

1. LICENSE

1.1. Subject to the terms and conditions of this Agreement, the Service Provider hereby grants the Company a limited, non-exclusive, non-transferable, non-sublicensable, revocable license during the Term to access and use the Software solely for its own business requirements.

1.2. The Service Provider does not provide any warranty for the Software and specifically disclaims all warranties, express or implied, to the maximum extent permitted by law, including warranties of merchantability, fitness for a particular purpose, title and non-infringement, and any warranty that the Software will be uninterrupted or error-free.

1.3 The Service Provider may from time to time perform maintenance, apply updates, patches, enhancements, upgrades, modifications or other improvements to the Software and/or Services, including for security, operational, legal, technical or performance reasons. The Service Provider shall use reasonable endeavours to minimise disruption to the Company's access to the Software where practicable. Any such maintenance, update, enhancement, modification or improvement shall not materially reduce the core functionality of the Software as made available to the Company during the Term, unless such change is required for security, legal, regulatory or technical reasons, or is otherwise agreed between the Parties. Any updates, enhancements, modifications or improvements shall form part of the Software and shall remain the property of the Service Provider.

1.4 The Company acknowledges that any outputs, recommendations or other materials generated by the Software ("AI Outputs") may be inaccurate, incomplete or unsuitable for the Company's intended purpose. The Company is responsible for reviewing and validating all AI Outputs before relying on them, and remains solely responsible for any decisions, actions or omissions based on them.

1.5 The Company shall not use the Software or AI Outputs for any unlawful, harmful, discriminatory, misleading, fraudulent, infringing or high-risk purpose, including making decisions with legal or similarly significant effects on individuals without appropriate human review.

1.6 The Company is responsible for all data, prompts and materials submitted to the Software. The Service Provider may process such data and AI Outputs to provide, maintain, secure, support and improve the Software and Services, subject to this Agreement. Unless expressly agreed in writing, the Service Provider shall not use Company Data to train general-purpose AI models made available to third parties.

2. REPRESENTATIONS & WARRANTIES

2.1. Each Party warrants and represents to the other that:

2.1.1. It has full capacity and authority to enter into and perform its obligations under this Agreement;

2.1.2. This Agreement is executed by a duly authorized representative of that Party, and upon execution, shall constitute a valid, legally binding and enforceable obligation against it;

2.1.3. There are no actions, suits proceedings or regulatory investigations pending or, to that Party's knowledge, threatened against or affecting that Party before any court or administrative body that might affect the ability of that Party to meet and carry out its obligations under this Agreement.

2.2. The Service Provider represents and warrants to Company that:

2.2.1. it has the requisite skill, personnel and expertise to provide the Services in accordance with good industry practice and has all necessary licences, consents and approvals required under applicable laws to provide the Services pursuant to this Agreement.

2.2.2. there are no restrictions on its performance of its obligations under this Agreement;

2.2.3. it will not engage and will use its best endeavors to procure that none of its employees, agents or representatives shall engage in any conduct prejudicial to the interests of Company including the making of any defamatory or derogatory statements.

3. INTELLECTUAL PROPERTY

3.1. The Service Provider owns and retains all Software IP, including rights in source code, documentation, patents, copyrights, trademarks, service marks, internet domain names, trade secrets, database rights, design rights, know-how, techniques, processes, methods, specifications and all other intellectual and industrial property rights, whether registered or unregistered, anywhere in the world. The Company and its customers shall have no right or interest in such Software IP except as expressly granted under this Agreement. No professional services provided to the Company or its customers shall create any new intellectual property rights for the Company, and the Service Provider reserves all rights in any such intellectual property.

3.2. The Service Provider shall not, except for the purpose of providing the Services, use the Intellectual Property of the Company, any identification of or reference to any trade name, trademark, service mark, service name or symbol of the Company in any advertising, promotional efforts or for any other purpose without the Company's prior written consent.

3.3. The Service Provider acknowledges and agrees that any and all data, responses, customer data, sales details, proprietary Business data, employee details, business and product details and such, which is the Intellectual Property, or Confidential Information of the Company, may be used as a part of the Services ("Company Data").

3.4. Any and all publicly available information, documents, materials, methodologies, formats, compiling and such, which may be used by the Service Provider towards provision of the Services shall not become the exclusive property of the Company. The Service Provider shall

be entitled to use such publicly available information as aforementioned, for rendering services to its other clients.

3.5. The Company acknowledges that the Pre-Existing Intellectual Property and the Software is exclusively owned by the Service Provider and contains trade secrets and proprietary information of the Service Provider. Except to the extent expressly permitted by applicable law, the Company shall not, and shall ensure that its employees, contractors, or agents do not, directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the algorithms, structure, or underlying ideas of the Pre-Existing Intellectual Property and the Software; (ii) modify, adapt, translate, or create derivative works based on the Pre-Existing Intellectual Property and the Software; or (iii) circumvent or disable any security, licensing, or technical protection measures implemented in the PreExisting Intellectual Property and the Software. Any attempt to do so shall constitute a material breach of this Agreement, entitling the Service Provider to terminate this Agreement immediately and pursue all available legal and equitable remedies.

3.6. For the purposes of this Agreement, “Pre-Existing Intellectual Property” means any proprietary methodologies, frameworks, know-how, processes, tools, techniques, templates, documentation, software, data, training material or other intellectual property that the Service Provider developed independently prior to, or outside the scope of, this Agreement, including its unique and distinctive implementation process in relation to the Services which provides a competitive advantage over other service providers engaged in similar services. For the avoidance of doubt, all rights, title and interest in such Pre-Existing Intellectual Property shall remain the exclusive property of the Service Provider, and nothing in this Agreement shall be deemed to transfer, assign or license any such rights to the Company except to the limited extent necessary for the performance of the Services under this Agreement. This Clause 3.6 shall survive the expiry or termination of this Agreement.

3.7. The Company agrees and acknowledges that the Service Provider shall provide the Services and shall implement the Pre-Existing Intellectual Property to provide the Services only during the Term of this Agreement. The Company shall not be entitled to use the Pre-Existing Intellectual Property after the Term.

3.8. The Company shall use the Services in full compliance with all applicable laws, including intellectual property laws, data protection laws, including the EU GDPR and/or UK GDPR, and cybersecurity laws.

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3.9. The Company agrees and acknowledges that the Software and Pre-Existing Intellectual Property are owned by the Service Provider, and it shall not sub-license, assign or otherwise allow any third party to use the Software or Pre-Existing Intellectual Property without the prior written consent of the Service Provider. This clause survives the expiration or termination of this Agreement.

3.10. All Intellectual Property Rights in any materials, developments, enhancements, modifications, configurations, tools, methodologies, software, documentation or other works created or developed by or on behalf of the Service Provider in connection with the Services shall vest in and remain the exclusive property of the Service Provider.

3.11. The Company shall not acquire any ownership rights in such Intellectual Property, except for a limited right to use the relevant deliverables solely for its internal business purposes and only to the extent expressly permitted under this Agreement. The Service Provider may use and reuse such Intellectual Property for any purpose, provided it does not disclose the Company's Confidential Information or Company Data. This clause shall survive expiry or termination of this Agreement.

3.12. The Company shall not use the Software and Pre-Existing Intellectual Property for any unlawful, illegal or fraudulent purposes.

3.13. If the Service Provider has reasonable grounds to believe that the Company has breached its obligations under Clauses 3.5, 3.9 or 3.12, the Company shall permit the Service Provider, or its authorised representatives, to audit and inspect the relevant business records, systems and documents of the Company for the purpose of verifying compliance. If such audit or inspection establishes a breach of Clauses 3.5, 3.9 or 3.12 by the Company, then, without prejudice to the Service Provider's right to seek indemnification under Clause 6, the Service Provider shall be entitled to exercise all legal and equitable remedies available to it under applicable law.

4. PAYMENT TERMS

4.1. The Service Provider shall invoice the Company in accordance with the Order Schedule, and the Company shall pay all undisputed invoices within 30 days of the date of invoice without deduction, withholding or set-off.

4.2. In cases of late payment, the Service Provider may charge interest at 10% above the Bank of England base rate per annum, plus any reasonable administration expenses.

4.3. If the Company fails to pay any undisputed invoice within thirty (30) days after its due date, the Service Provider may, on written notice to the Company, suspend the Company's access to the Software and/or the Services until all overdue undisputed amounts are paid in full. If any undisputed invoice remains unpaid for more than sixty (60) days after its due date, the Service Provider may terminate this Agreement with immediate effect by written notice to the Company, without prejudice to any other rights or remedies available under law or this Agreement.

4.4. The Service Provider shall be responsible for complying with all applicable taxation laws in relation to its income accruing under this Agreement.

5. CONFIDENTIALITY

5.1. Both Parties acknowledge that in the course of fulfilling their responsibilities under this Agreement, each Party and its directors, officers, employees and agents (each a “Receiving Party”) may receive or access confidential information relating to the other Party, its affiliates, employees, representatives, contractors, trustees and associates (each a “Disclosing Party”) (“Confidential Information”).

5.2. The Receiving Party acknowledges that the Confidential Information of the Disclosing Party is special, valuable and unique asset and agrees that it shall:

5.2.1. keep in confidence all of the Disclosing Party’s Confidential Information it receives, and that it will not directly or indirectly disclose or make available the Confidential Information, in whole or in part, to any third party or use for its own benefit, or use for any purpose other than the performing, receiving or enforcing of the Confidential Information it receives as part of this Agreement;

5.2.2. restrict disclosure of the Disclosing Party’s Confidential Information to the minimum number of its employees, directors, officers, professional advisors (including without limitation, lawyers and accountants) on a need to know basis, provided any such person with whom such Confidential Information is shared with has similar confidentiality obligations, no less restrictive than those agreed to under this Agreement;

5.2.3. use the Disclosing Party’s Confidential Information only as needed to complete an evaluation of the Confidential Information for the Services, and in particular, not reverse engineer, disassemble, decompile or design around the Disclosing Party’s Confidential Information or otherwise attempt to derive the underlying information or ideas from any Confidential Information for any purpose whatsoever at any time; and

5.2.4. use reasonable care to protect the Disclosing Party’s Confidential Information, and in no event, use a lesser degree of care to protect the Disclosing Party’s Confidential Information than the care it employs with respect to its own information of similar importance, which it does not desire to have published or disseminated.

5.3. Confidential Information shall not include information:

5.3.1. which, at the time of disclosure, is or thereafter becomes generally available to and known by the public through authorised disclosure or otherwise than as a result of any violation of this Agreement by the Receiving Party; or

5.3.2. which was lawfully known by or in possession of the Receiving Party prior to being disclosed by the Disclosing Party pursuant to this Agreement; or

5.3.3. which, at the time of disclosure is available to the Receiving Party on a non-confidential basis from a third party who, to the Receiving Party’s knowledge, is

not bound by confidentiality obligations or otherwise prohibited from disclosing the information to the Receiving Party; or

5.3.4. which the Receiving Party independently develops, as established by documentary evidence, without reference to or use of, in whole or in part, any of the Disclosing Party's confidential Information.

5.4 The obligations of confidentiality under this Agreement shall survive expiry or termination for a period of two (2) years, except in respect of trade secrets, which shall remain subject to confidentiality obligations for so long as they retain their status as trade secrets under applicable law.

6. INDEMNITY & LIMITATION OF LIABILITY

6.1. Each of the Parties agree to indemnify, defend and hold harmless the other Party, and its respective officers, directors, employees, agents, representatives, successors, and assigns ("**Indemnified Parties**"), from and against any direct loss suffered or sustained by the Indemnified Party by reason of, as a result of, arising out of or in relation to or otherwise in respect of the following events: (i) acts of gross negligence, fraud or misconduct in course of performing the obligations under this Agreement; (ii) breach of applicable laws in the performance of the obligations under this Agreement; or (iii) breach of obligations or covenants under this Agreement.

6.2. The Company shall, at its own cost and expense, indemnify, defend or at its option settle, and hold the Service Provider, and its directors, employees, representatives and agents, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses, including reasonable attorneys' fees and court costs, relating to, resulting from or in any way arising out of, (i) any unauthorised, unlawful or illegal usage of the Services hereto provided by the Service Provider pursuant to this Agreement, by the Company and / or any of its employees/agents, specifically any breach or non-compliance of any of the covenants and restrictions set out this Agreement; and (ii) any third party claims arising from incorporation, integration, appendage of any Confidential Information and Intellectual Properties of the Company, and other intellectual properties of the Company into the Services and deliverables, at the instructions of the Company, and (iii) any third party claims in relation to any customer data that is accessed or stored by the Company through the Services in the Company's infrastructure, provided that such claims do not arise from or relate to any act, omission, failure, or breach by the Service Provider, including but not limited to its infrastructure, processing activities, or failure to comply with applicable data protection laws.

6.3. Under no circumstances shall either Party be liable to the other Party for any indirect, incidental or consequential damages howsoever arising, whether under contract, tort or otherwise, even if informed of the possibility of the same.

6.4. Notwithstanding clause 6.1 of this Agreement, the total cumulative and aggregate liability of the Service Provider arising from or relating to the Agreement, for any and all claims by the Company, shall not exceed the aggregate fees/amounts actually paid by the Company to the

Service Provider during 12 (twelve) months preceding the date on which the relevant claim arose under this Agreement.

6.5. The Service Provider shall have no obligation to the Company to the extent that any loss or damage or cause of action for an indemnity claim is caused by any modification of the Services or deliverables thereto, not performed by or on behalf of the Service Provider.

7. SUSPENSION

7.1. The Company is responsible for all activity that occurs through its account. The Service Provider may suspend the Services if the Company uses the Software in a manner that may be unlawful, may harm the Service Provider or a third party, or may materially hinder performance of the Software. The licence may be suspended immediately following receipt of a suspension notice. If the breach is not cured in all material respects within thirty (30) days of the suspension notice, the breach shall be deemed a material breach.

8. TERM & TERMINATION

8.1. This Agreement shall take effect on the Effective Date and shall remain valid for the Initial Term, unless earlier terminated by either Party in accordance with the terms of this Agreement. Upon expiry of the Initial Term, the Agreement shall automatically renew for successive periods of 1 (one) year each on the same terms and conditions, unless either Party provides written notice of its intention not to renew at least sixty (60) days prior to the expiry of the then-current Term.

8.2. A Party shall be entitled to terminate this Agreement forthwith after serving a written notice to the other Party, if the defaulting Party: (i) breaches any obligation under this Agreement and fails to cure such breach within (30) days after the non- defaulting Party demands such cure, (ii) becomes insolvent or assign all, or substantially all of its assets or business for the benefit of its creditors, (iii) resolves to wind up business, dissolves or liquidates, (iv) otherwise ceases to conduct business in the normal course, or (v) if the Party does any act or thing or omits to do any act, thing, deed or, matter as a consequence of which the business of the other Party may be or is likely to suffer, or (vi) if it is reasonably believed by the non-defaulting Party that continuation of the relationship with the defaulting Party under this Agreement is injurious to the goodwill and/or business
of the non- defaulting Party, or (vii) if a receiver is appointed for all or substantially all of the property of the Party, or (viii) if an order is made to wind up the Party, or (ix) if a final judgment, order or decree which materially and adversely affects the ability of the Party to perform under this Agreement shall have been obtained or entered against the Party and such judgment, order or decree shall not have been vacated, discharged or stayed, or (x) if there occurs any breach in the confidentiality/security obligations by the Party.

8.3. **Consequences of Termination**: Upon the termination of this Agreement pursuant to Clause 8, the monies/fee payable to the Service Provider under this Agreement for the Services rendered till the termination date (irrespective of whether an Invoice has been raised

by the Service Provider or not), shall immediately become payable. Irrespective of the cause of the termination, the Parties shall immediately return the proprietary data and Confidential Information of the other Party which are in their possession, upon termination of this Agreement. Upon a request by the Company, the Service Provider shall deliver all relevant Company Data within agreed timelines, if in possession of the Service Provider. However, any additional transition services (including transitioning the Services to a third-party vendor) to be rendered by the Service Provider shall be on additional chargeable basis, at such terms as shall be agreed by the Parties. It is clarified that the Service Provider shall not be required to provide/disclose any details regarding the intellectual and proprietary information concerning the Pre-Existing Intellectual Property to the Company and / or the third party vendor, as a part of the transition services.

8.4. Any provisions of this Agreement, which by their nature are meant to survive the termination of this Agreement or are specified as such, shall continue to be binding, notwithstanding such termination. Without prejudice to the generality of the foregoing, Clause 3.9, Clause 3.6, Clause 5 (*Confidentiality*), Clause 3 (*Intellectual Property Rights*), Clause 2 (*Representations & Warranties*), Clause 6 (*Indemnity and Limitation of Liability*), Clause 8 (*Term and Termination*), Clause 9 (*Relationship between the Parties*) and Clause 10 (*Miscellaneous Provisions*) shall survive the termination or expiration of this Agreement.

9. RELATIONSHIP BETWEEN THE PARTIES

9.1. The Service Provider will, for all purposes, be deemed to be an independent contractor, contracting with the Company on a "*principal to principal*" basis. No employment is created by virtue of this Agreement between the Service Provider and the Company and nothing in this Agreement is intended to or shall result in either Party becoming or being treated as a representative, agent or partner of the other.

10. MISCELLANEOUS PROVISIONS

10.1. **Assignment:** The Company shall not assign any of its rights and obligations, and/or subcontract the performance of any of its obligations, under this Agreement to a third party, without the prior written consent of the Service Provider.

10.2. **Force Majeure:** Neither Party hereto shall be responsible for delays or failures in performance except for paying the consideration under the Agreement resulting from acts beyond its reasonable control and without its fault or negligence. Such excusable delays or failures may be caused by, among other things, outbreak of pandemics, epidemics, riots, rebellions, lock downs, accidental explosions, floods, storms, government authority restriction on movement, energy consumption or other preventive and/or conservation measures, acts of God, natural calamity, and similar occurrences. The Party claiming such force majeure condition shall notify the other Party (by the means available during such force majeure event) as promptly as practicable after such Party becomes aware of the occurrence of such force majeure condition and notify the other Party of the steps that it is taking to mitigate the condition. If there is any such delay, then the periods for the completion of the Parties' obligations (including withholding of any payments by the

Company during such period) hereunder shall be automatically extended by the period of such delay. Notwithstanding the foregoing, either Party, upon mutual consent, may terminate or renegotiate the terms of this Agreement, if the force majeure condition continues or in the event that the Service Provider is unable to fulfill its obligations pursuant to this Agreement because of such excusable delays which continue in effect for 30 (thirty) consecutive days or withhold or cancel any payments during such period.

10.3. **Non-Solicitation:** During the Term of this Agreement, and for a period of 12 (twelve) months thereafter, neither Party shall, (a) approach, solicit, recruit or hire, or attempt to approach, solicit, recruit or hire, for any purpose whatsoever and in any capacity whatsoever, any employee, consultant, retainer, or service provider of the other Party or any person who was an employee, consultant, retainer, or service provider of the other Party at any time during the 12 (twelve) months prior to such solicitation, or (b) induce or attempt to induce any employee, service provider, consultant or retainer of the other Party to terminate or breach his / her employment with the other Party. In the event of a breach of this clause, in addition to the other remedies available to the non - defaulting Party at law and equity, the defaulting Party shall be liable to pay to the non - defaulting Party, liquidated damages of an amount equal to the cost to the non-defaulting Party in respect of such employee, retainer, consultant or service provider, for a period of 12 (twelve) months.

10.4. **Notices:** Any notices, invoices, requests and other communications required or permitted hereunder shall be in writing and shall be given to the address and email designated by the Parties to each other.

10.5. **Headings:** The headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.

10.6. **Amendments:** This Agreement shall only be modified, supplemented or amended with the written consent of the Parties.

10.7. **Waiver:** Failure of the Parties to require performance of any provision of this Agreement shall not affect its right to full performance thereof at any time thereafter, and any waiver by a Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by the Party providing the waiver.

10.8. **Severability:** If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision will be struck from the Agreement and the remaining provisions of this Agreement shall remain in full force and effect. Further, the Parties shall endeavor to replace such provision with a valid, legally enforceable provision that reflects the original intent of the Parties.

10.9. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

10.10. **Non Exclusivity**: Nothing contained in this Agreement shall be deemed to restrict, or prevent the Service Provider in rendering similar or identical services to third parties, in any territory that it may choose at its sole discretion.

10.11. **Cumulative Remedies:** All remedies of any Party under this Agreement, whether provided herein or conferred by statute, civil law, common law, custom or trade usage, are cumulative and not alternative and may be enforced successively or concurrently.

10.12. **Execution:** This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. This Agreement may be executed, scanned and transmitted electronically and such execution shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original.

10.13. **Governing Law and Dispute Resolution:** This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any dispute arising out of or in connection with this Agreement ("**Dispute**"). Prior to initiating proceedings, the Parties shall first seek to resolve the Dispute amicably through good faith negotiations. If the Parties are unable to resolve the Dispute within thirty (30) days from the date it first arose, the Parties agree to submit the Dispute to mediation in London in accordance with the rules of the Centre for Effective Dispute Resolution (CEDR), or any other mutually agreed mediation body. If the Dispute is not settled within thirty (30) days of commencement of mediation, either Party may institute legal proceedings before the courts of England and Wales for final resolution.

10.14. **Good Faith:** The Parties acknowledge and represent that this agreement is concluded in a spirit of good faith and each Party shall strive to protect the interest of the other.

10.15. **Order of Precedence:** In the event of any conflict between this Agreement and any prior agreement, this Agreement shall take precedence.

FOR AND ON BEHALF OF THE SERVICE PROVIDER

_____
Name:
Designation:
Date:

FOR AND ON BEHALF OF THE COMPANY:

_____
Name:
Designation:
Date: