

TERMS AND CONDITIONS FOR WASTE MANAGEMENT SERVICES

1. Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in these Conditions:

“Aggregated Data” means: (i) data generated by aggregating Customer data with other data; and (ii) learnings, logs, and data regarding use of the Services;

“Analytics IPR” means the Intellectual Property Rights subsisting in the Analytics Report that were created or developed by Greyparrot in connection with performance of its obligations under the Contract but excluding any Greyparrot Background IPR;

“Analytics Report” means the analytics report provided by Greyparrot to the Customer accessed via a dashboard in connection with the Services;

“API” means the waste composition application programming interface made available to the Customer by Greyparrot as each may be updated from time to time;

“Authorised User” means individuals authorised by the Customer to use the Services in accordance with the terms of this Contract;

“Background IPR” means any and all Intellectual Property Rights that are owned

by or licensed to either party and which are or have been developed independently of the Contract (whether prior to the Commencement Date or otherwise);

“Business Day” means a day (other than Saturday or Sunday) on which banks are generally open for normal banking business in London;

“Charges” means the payments to be made by or on behalf of the Customer as set out in the Order ;

“Commencement Date” has the meaning given to it in Clause 2.4;

“Conditions” means these terms and conditions as amended from time to time in accordance with Clause 18.2;

“Confidential Information” means with respect to a party, information relevant to the business, affairs, plans, finances and strategies of that party which is marked confidential or which would reasonably be considered to be confidential;

“Contract” the contract between Greyparrot and the Customer for the provision of the Hardware and Services in accordance with these Conditions;

“Customer” the person or firm who receives the Hardware and/or Services from Greyparrot;

“Customer Obligations” shall mean the Customer’s obligations as set out under Clause 9.1;

“Data Protection Legislation” means any applicable law relating to the processing, privacy, and use of Personal Data including: (i) the General Data Protection

Regulation ((EU) 2016/679) (EU GDPR); (ii) the Data Protection Act 2018; and (iii) the EU GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (UK GDPR) and/or any corresponding or equivalent national laws or regulations, once in force and applicable, and “**controller**”, “**processor**”, “**Data Subject**”, “**Personal Data**” and “processing” or similar expressions shall have the meaning given to them in the relevant Data Protection Legislation;

“**Data Subject Request**” means a request made by a Data Subject to exercise any Data Subject rights under the Data Protection Legislation;

“**Delivery**” means the transfer of physical possession of the Hardware to the Customer at the Delivery Location;

“**Delivery Date**” means the delivery date as set out in the Order;

“**Delivery Location**” means the location as set out in the Order or as instructed by the Customer before delivery;

“**Force Majeure Event**” means any circumstance not within a party's reasonable control including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law

or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; and (vii) interruption or failure of utility service;

“**Greyparrot**” means Greyparrot.AI Ltd, a company incorporated in England and Wales under number 11706258 whose registered office is at Cn407 222 Kensal Road, London, England, W10 5BN;

“**Hardware**” means the hardware (or any part of it) set out in the Order;

“**Insolvency Event**” means, where (i) a party becomes insolvent or unable to pay its debts as and when they become due; or (ii) an order is made or a resolution is passed for the winding up of a party (other than voluntarily for the purpose of solvent amalgamation or reconstruction); or (iii) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of a party's assets or business; or (iv) a party make(s) any composition with its creditors; or (v) a party cease(s) to continue its business; or (vi) as a result of debt or maladministration a party takes or suffers any similar or analogous action in any jurisdiction;

“**Intellectual Property Rights**” means all intellectual property rights (including copyrights, moral rights, rights in and to inventions, patents, database rights, trademarks and trade names, rights in goodwill and to sue for passing off, designs and design rights (registered and unregistered), utility models, supplementary protection certificates and other extensions of patent term and all

rights of a similar nature in any part of the world, and applications and the right to apply for registration of any intellectual property rights);

“Greyparrot IPR” means all Intellectual Property Rights that belong or are licensed to Greyparrot prior to the Commencement Date and/or that are generated or acquired by Greyparrot in connection with the Contract or the provision of the Hardware and Services including all Intellectual Property Rights subsisting in any data, material, item, documentation, software or code used by Greyparrot in connection with the Hardware or Services including all Intellectual Property Rights subsisting in the Analytics Report;

“Operating Instructions” means the instructions provided to the Customer for operating the Hardware as detailed in the Scope of Work;

“Order” means the Customer’s order for the Hardware and/ or Services as set out in Greyparrot’s quotation and the Customer’s written acceptance of Greyparrot’s quotation;

“Personal Data Breach” means any breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure or processing of or access to Personal Data;

“Processor Contract” has the meaning given to it under clause 12.5;

“Scope of Work” means a scope of work setting out the Hardware and / or Services to be provided to the Customer by Greyparrot;

“Services” means the waste management services to be provided by Greyparrot to the Customer, including the provision of Hardware, and access and use of the Software and the API, all as set out under a Scope of Work;

“Software” means Greyparrot’s AI-based waste recognition software;

“Site Requirements” means the site requirements as set out in the Scope of Work;

“Sub-Processor” means a processor engaged by Greyparrot to carry out processing of Personal Data;

“Term” has the meaning given to it in Clause 14.1;

“Updates” means a further release of any part of the Software made generally available by or on behalf of Greyparrot from time to time to correct defects, improve performance or modify architecture, technology or functionality, which does not constitute an Upgrade;

“Upgrade” means any development, enhancement, upgrade, or other modification to the Software (or any element of it) which materially enhances its functionality and is generally made available by or on behalf of Greyparrot; and

“VAT” means United Kingdom value added tax, any other tax imposed in substitution for it and any equivalent or similar tax imposed outside the United Kingdom.

1.2

Greyparrot and Customer shall each be referred to individually in these Conditions as a "party" and collectively as the "parties".

- 1.3 All references to Clauses are references to the relevant clauses to this document unless the context otherwise requires.
- 1.4 References to the words includes or including shall be construed without limitation to the generality of the preceding words.
- 1.5 Headings are for convenience only and shall be ignored in interpreting these Conditions.
- 1.6 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the feminine and vice versa.
- 1.7 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all the rules and regulations made under them as from time to time amended, consolidated or re-enacted.
- 1.8 A reference to writing or written includes email.
- 1.9 In the event of any conflict of inconsistency between the provisions of this Contract and any provisions in the Scope of Work, the provisions in the Scope of Work shall prevail.

2. FORMATION OF CONTRACT

- 2.1 In consideration of the performance of the Services, the Customer shall pay Greyparrot the Charges as detailed in the Order.
- 2.2 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.

- 2.3 The Order constitutes an offer by the Customer to enter into the Contract to receive the Services in accordance with these Conditions.
- 2.4 The Order shall only be deemed accepted when Greyparrot issues written acceptance of the Order at which point, and on which date the Contract shall be formed between the parties ("**Commencement Date**").

3. SUPPLY OF HARDWARE

- 3.1 Greyparrot shall lease the Hardware to the Customer for use at the Delivery Location for the Term subject to the Contract and in accordance with the Scope of Work.
- 3.2 Greyparrot shall not, other than in the exercise of its rights under the Contract or applicable law, interfere with the Customer's quiet possession of the Hardware.
- 3.3 Greyparrot shall use reasonable endeavours to ensure that the Hardware:
- 3.3.1 corresponds with its description and any applicable hardware specification (as set out under the Scope of Work); and
- 3.3.2 where it is manufactured products, be free from material defects in design, materials and workmanship..
- 3.4 Subject to Clause 3.6, if:
- 3.4.1 the Customer gives notice in writing to Greyparrot within a reasonable time of discovery that some or all of the Hardware does not comply with Clause 3.3;

- 3.4.2 Greyparrot is given a reasonable opportunity of examining such Hardware; and
- 3.4.3 the Customer (if asked to do so by Greyparrot) returns such Hardware to Greyparrot's place of business at Greyparrot's cost,
- Greyparrot shall, at its option, repair or replace the defective Hardware, as the sole and exclusive remedy of Customer.
- 3.5 Greyparrot shall not be liable for any Hardware failure in any of the following events:
- 3.5.1 the Customer makes any further use of such Hardware after giving notice in accordance with Clause 3.4;
- 3.5.2 the defect arises because the Customer failed to follow Greyparrot's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Hardware or (if there are none) good trade practice regarding the same;
- 3.5.3 the defect arises as a result of Greyparrot following any drawing, design or specification supplied by the Customer;
- 3.5.4 the Customer alters or repairs such Hardware without the written consent of Greyparrot;
- 3.5.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
- 3.5.6 the Hardware differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 3.6 Except as provided in this Clause 3, Greyparrot shall have no liability to the Customer in respect of any Hardware failure.
- 3.7 Delivery shall be made by Greyparrot. Greyparrot shall use all reasonable endeavours to effect Delivery by the Delivery Date. Risk in the Hardware shall transfer in accordance with Clause 4.
- 3.8 Delivery of the Hardware shall be completed on the completion of unloading of the Goods at the Delivery Location by the Customer.
- 3.9 The Customer shall procure that a duly authorised representative of the Customer shall be present at the Delivery of the Hardware. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Hardware and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended. If required by Greyparrot, the Customer's duly authorised representative shall sign a receipt confirming such acceptance.
- 3.10 To facilitate Delivery, the Customer shall at its sole expense provide all requisite materials, facilities, access and suitable working conditions to enable Delivery to be carried out safely and expeditiously.

3.11 If the Customer fails to accept delivery of the Hardware on the Delivery Date, then, except where such failure is caused by Greyparrot's failure to comply with its obligations under this Contract:

3.11.1 the Hardware shall be deemed to have been delivered at 9.00 am on the Delivery Date; and

3.11.2 Greyparrot shall store the Hardware until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).

4. TITLE, RISK AND INSURANCE

4.1 The Hardware shall at all times remain the property of Greyparrot, and the Customer shall have no right, title or interest in or to the Hardware (save the right to possession and use of the Hardware subject to the Contract).

4.2 The risk of loss, theft, damage or destruction of the Hardware shall pass to the Customer on Delivery. The Hardware shall remain at the sole risk of the Customer during the Term during which the Hardware is in the possession, custody or control of the Customer ("Risk Period") until such time as the Hardware is redelivered to Greyparrot. During the Term and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

4.2.1 insurance of the Hardware to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks

as Greyparrot may from time to time nominate in writing;

4.2.2 insurance for such amounts as a prudent owner or operator of the Hardware would insure for, or such amount as Greyparrot may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Hardware; and

4.2.3 insurance against such other or further risks relating to the Hardware as may be required by law, together with such other insurance as Greyparrot may from time to time consider reasonably necessary and advise to the Customer in writing.

4.3 All insurance policies procured by the Customer shall be endorsed to provide Greyparrot with at least twenty (20) Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on Greyparrot's request name Greyparrot on the policies as a loss payee in relation to any claim relating to the Hardware. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.

4.4 The Customer shall give immediate written notice to Greyparrot in the event of any loss, accident or damage to the Hardware arising out of or in connection with the

Customer's possession or use of the Hardware.

- 4.5 If the Customer fails to effect or maintain any of the insurances required under this Contract, Greyparrot shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

- 4.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Greyparrot and proof of premium payment to Greyparrot to confirm the insurance arrangements.

5. SUPPLY OF SERVICES

- 5.1 Greyparrot will provide the Services to the Customer in accordance with the Scope of Work.

- 5.2 In order to access and receive the Services, the Customer may be required to register for a Greyparrot account.

- 5.3 Customer shall ensure that account information is accurate, current, and complete, which will be governed by Greyparrot's Privacy Policy. Customer agrees to keep this information up to date so that Greyparrot may send notices, statements, and other information by email or through Customer's account. Customer must ensure that any user IDs, passwords, and other access credentials (such as API tokens) for the Services are kept strictly confidential and not shared with any unauthorised person.

- 5.4 Greyparrot does not guarantee that use of the Services will be error-free or

uninterrupted, or that Greyparrot will correct all errors in the Services.

6. RIGHTS OF USE

- 6.1 Subject to the Conditions of this Contract and the applicable Order, Greyparrot hereby grants the Customer and its Authorised Users a non-exclusive, non-transferable, non-sublicensable right and licence during the Term to access and use the Services as designated on the applicable Order.

- 6.2 Customer shall be entitled to receive Updates to the Software at no additional charge. Any Updates to the Software will be implemented at Greyparrot's sole discretion.

- 6.3 The Customer acknowledges that the Services do not include any:

6.3.1 services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services); or

6.3.2 dedicated data back up or disaster recovery facilities (and the Customer should ensure it at all times maintain backups of all of its data).

7. USERS

- 7.1 The Customer shall ensure that only Authorised Users use the Services and that

	such use is at all times in accordance with this Contract.	8.2	Except as otherwise set forth in this Contract, Charges in respect to the Services are non-refundable.
7.2	The Customer shall:	8.3	The Charges are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.
7.2.1	be liable for the acts and omissions of the Authorised Users as if they were its own;	8.4	All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
7.2.2	only provide Authorised Users with access to the Services via the access method provided by Greyparrot and shall not provide access to (or permit access by) anyone other than an Authorised User; and	8.5	If the Customer fails to make a payment due to Greyparrot under the Contract by the due date, then the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this Clause 8.5 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%.
7.2.3	procure that each Authorised User is aware of, and complies with, the obligations and restrictions imposed on the Customer under this Contract.		
7.3	The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including systems administrators) shall, keep confidential and not share with any third party (or with other individuals except those with administration rights at the Customer as necessary for use of the Software) their password or access details for the Services.	9.	CUSTOMER OBLIGATIONS
8.	CHARGES AND PAYMENT	9.1	The Customer shall:
8.1	In respect of Services, the Charges shall be paid by the Customer annually in advance commencing on the Commencement Date and each anniversary of the Commencement Date thereafter (as applicable) at the rates and in the manner described in the applicable Order.	9.1.1	ensure that the Hardware is kept and operated in a suitable environment which meets the Site Requirements, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any Operating Instructions;
		9.1.2	take such steps (including compliance with all safety and usage instructions provided by Greyparrot) as may be

- necessary to ensure, so far as is reasonably practicable, that the Hardware is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
- 9.1.3 maintain at its own expense the Hardware in good and substantial repair in order to keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Hardware;
- 9.1.4 make no alteration to the Hardware and shall not remove any existing component (or components) from the Hardware unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the Hardware shall vest in Greyparrot immediately on installation;
- 9.1.5 keep Greyparrot fully informed of all material matters relating to the Hardware;
- 9.1.6 keep the Hardware at all times at the Site and shall not move or attempt to move any part of the Hardware to any other location without Greyparrot's prior written consent;
- 9.1.7 permit Greyparrot or its duly authorised representative to inspect the Hardware at all reasonable times and for such purpose to enter on the Site or any premises at which the Hardware may be located, and shall grant reasonable access and facilities for such inspection;
- 9.1.8 maintain operating and maintenance records of the Hardware and make copies of such records readily available to Greyparrot, together with such additional information as Greyparrot may reasonably require;
- 9.1.9 not, without the prior written consent of Greyparrot, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
- 9.1.10 not without the prior written consent of Greyparrot, attach the Hardware to any land or building so as to cause the Hardware to become a permanent or immovable

fixture on such land or building. If the Hardware does become affixed to any land or building then the Hardware must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Hardware from any land or building and indemnify Greyparrot against all losses, costs or expenses incurred as a result of such affixation or removal;

- 9.1.11 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Greyparrot in the Hardware and, where the Hardware has become affixed to any land or building, the Customer must take all necessary steps to ensure that Greyparrot may enter such land or building and recover the Hardware during the Term of this Contract and for a reasonable period thereafter, including by procuring from any person having an interest in such land or building, a waiver in writing and in favour of Greyparrot of any rights such person may have or acquire in the Hardware and a right for Greyparrot to enter onto such land or building to remove the Hardware;

- 9.1.12 not suffer or permit the Hardware to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Hardware is so confiscated, seized or taken, the Customer shall notify Greyparrot and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the Hardware and shall indemnify Greyparrot on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;

- 9.1.13 not use the Hardware for any unlawful purpose;

- 9.1.14 ensure that at all times the Hardware remains identifiable as being Greyparrot's property and wherever possible shall ensure that a visible sign to that effect is attached to the Hardware;

- 9.1.15 not do or permit to be done anything which could invalidate the insurances referred to in Clause 4;

- 9.1.16 be solely responsible for the installation of the Hardware (including camera equipment and required support frame to capture and measure waste flows and maintenance operations);

- 9.1.17 be solely responsible for determining the relevant

- categories of waste that will be monitored and reported on from a pre-defined list provided by Greyparrot as part of the Services;
- 9.1.18 appoint a relationship manager to be Greyparrot's primary contact in respect of the Services;
- 9.1.19 power cycle of the Hardware from time to time when requested by Greyparrot;
- 9.1.20 be solely responsible for cleaning of the camera lens from time to time; and
- 9.1.21 provide a continuous internet connectivity allowing an upload rate of 1Mbits/s minimum.
- 9.2 The Customer acknowledges that Greyparrot shall not be responsible for any loss of or damage to the Hardware arising out of or in connection with any negligence, misuse, mishandling of the Hardware or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify Greyparrot in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Greyparrot arising out of, or in connection with any failure by the Customer to comply with the terms of this Contract.
- 9.3 Except as expressly permitted under this Contract or by applicable law, Customer shall not (and shall not permit any third party to):
- 9.3.1 use, copy, modify, adapt, correct errors, or create derivative works from the Software; or decode, reverse engineer, disassemble, decompile or otherwise translate or convert the Services; or
- 9.3.2 use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Right or other right of any person, or that violates any applicable law.
- 9.4 Greyparrot shall not be liable to the Customer for any failure or delay in the performance of its obligations under the Contract to the extent that such failure or delay arises from a failure or delay by the Customer to meet any of the Customer Obligations.
- 10. INTELLECTUAL PROPERTY**
- 10.1 All Greyparrot IPR shall remain vested in Greyparrot and/or its licensors. Greyparrot grants the Customer a worldwide, royalty free, non-exclusive, perpetual licence to use the Greyparrot IPR subsisting in the Analytics Report solely to the extent necessary to enable the Customer to receive and make use of the Services and to utilise the Analytics Report.
- 10.2 The Customer grants Greyparrot a worldwide, royalty-free, non-exclusive,

perpetual, licence to use, copy and modify the Customer's Background IPR to the extent necessary to provide the Services and for its own internal business purposes. Greyparrot shall not disclose the Analytics Report (or any part thereof) to a third party without the Customer's prior written consent, save Greyparrot shall be entitled to use any Aggregated Data which arises from the Analytics Report, for any business purpose during and after the Term of the Contract (including without limitation to develop and improve Greyparrot's products and services, to create and distribute reports and other materials and for resale to third parties). For clarity, Greyparrot will only disclose Aggregated Data externally in a de-identified (anonymous) form that does not identify the Customer and that is stripped of all persistent identifiers (such as device identifiers, IP addresses, and cookie IDs (as applicable)).

11. CONFIDENTIAL INFORMATION

11.1 Subject to Clauses 11.2 and 11.3, each party will not:

- 11.1.1 divulge or communicate to any person, firm, business entity or other organisation;
- 11.1.2 use for its own purposes; or
- 11.1.3 through any failure to exercise due care and diligence, cause any unauthorised disclosure of,

any Confidential Information of the other party which comes to its attention in connection with the Contract or otherwise.

11.2 The obligations of confidentiality contained in Clause 11.1 will not apply to

any information which the party under the relevant obligation can show:

- 11.2.1 is in, or at any time comes into, the public domain, other than by a default of the relevant party, its employees, officers or agents;
- 11.2.2 was known to it prior to entering into this Contract and which is not covered by any obligation of confidentiality or non-use owed by it to a party to this Contract or to a third party from whom the information was obtained;
- 11.2.3 is made available to it during the period of the Contract or thereafter by a third party without any obligation of confidence; or
- 11.2.4 is required to be disclosed by law, any regulatory authority, or any court of competent jurisdiction.

11.3 Each party may disclose Confidential Information of the other party to its employees, directors and/or officers on a need to know basis only and solely for the purpose of performing its obligations under the Contract. Each party will ensure that its employees, directors and/or officers to whom the Confidential Information of the other is disclosed, are made aware of the confidential nature thereof and comply at all times with the terms of this Clause 11.

12. DATA PROTECTION

12.1 Each party shall comply with the requirements of Data Protection

- Legislation in respect of any Personal Data processed by it pursuant to the Contract and Greyparrot shall ensure that any Sub-Processor that has access to or otherwise processes Personal Data shall comply with Greyparrot's obligations under the Contract.
- 12.2 Greyparrot agrees that for the purposes of processing Personal Data under the Contract, the Customer shall be the controller and Greyparrot shall be the processor.
- 12.3 Greyparrot will in connection with any Personal Data processed in connection with the Contract:
- 12.3.1 put in place arrangements and processes to comply with, and to enable the Customer to comply with, the Data Protection Legislation and to protect the rights of the Data Subjects;
 - 12.3.2 implement and maintain appropriate technical and organisational measures to ensure safekeeping against unauthorised or unlawful processing of Personal Data and against accidental loss, alteration or destruction of, or damage to Personal Data;
 - 12.3.3 process Personal Data in accordance with the written instructions of the Customer, including as set out in this clause 12 and the Order;
 - 12.3.4 comply with the requirements regarding security of processing of Personal Data set out in the Data Protection Legislation and the Contract;
 - 12.3.5 assist the Customer (at Customer's expense) in the fulfilment of Customer's obligations to respond to Data Subject Requests relating to Personal Data;
 - 12.3.6 notify the Customer of any actual or suspected Personal Data Breach without undue delay after becoming aware of it; and
 - 12.3.7 ensure that any Greyparrot personnel processing Personal Data have signed agreements requiring them to keep Personal Data confidential.
- 12.4 The Customer provides its express consent to Greyparrot to allow Greyparrot to transfer (or allow to be transferred) any Personal Data to or access (or allow to be accessed) from any country outside the UK and where Greyparrot elects to do so Greyparrot shall ensure that such transfer and/or access (and any onward transfer):
- 12.4.1 is pursuant to a written contract including provisions relating to security and confidentiality of Personal Data;
 - 12.4.2 is effected by way of a legally enforceable mechanism for transfers of Personal Data as may be permitted under Data Protection Legislation from time to time;
 - 12.4.3 complies with clause 12.3; and

- 12.4.4 otherwise complies with Data Protection Legislation.
- 12.5 The Customer acknowledges and agrees that Greyparrot may engage another processor to perform specific processing activities in respect of Personal Data on behalf of the Customer and Greyparrot confirms that it shall appoint the Sub-Processor under a binding written contract (“**Processor Contract**”) which imposes the same data protection obligations as are contained in the Contract on the Sub-Processor, in particular under clause 12.3.
- 12.6 Greyparrot shall at the Customer’s written request either securely delete or return all Personal Data to the Customer in hardcopy or electronic form as determined by the Customer after the end of the provision of the Services or, if earlier, as soon as processing by Greyparrot of any Personal Data is no longer required for Greyparrot’s performance of its obligations under the Contract.
- 12.7 Each Party agrees that Annex A describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which Greyparrot may process the Personal Data to fulfil the Services.

13. LIMITATION OF LIABILITY

- 13.1 Except as expressly and specifically provided in these Conditions, 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 the Contract.
- 13.2 Subject to Clause 13.3, Greyparrot shall not be liable (under any legal theory) for any of

the following (whether direct or indirect):

- (a) consequential, indirect or special losses;
- (b) loss of profit;
- (c) loss or damage to equipment;
- (d) loss of use;
- (e) loss of production;
- (f) loss of contract;
- (g) loss of opportunity;
- (h) loss of savings, discount or rebate (whether actual or anticipated);
- (i) loss of data; and/or
- (j) harm to reputation or loss of goodwill.

- 13.3 Notwithstanding any other provision of the Contract, Greyparrot’s liability shall not be limited in any way in respect of the following:

- 13.3.1 death or personal injury caused by negligence;
- 13.3.2 fraud or fraudulent misrepresentation; or
- 13.3.3 any other losses which cannot be excluded or limited by applicable law.

- 13.4 Subject to Clause 13.3, Greyparrot’s total aggregate liability howsoever arising under or in connection with the Contract shall not exceed the greater of the total Charges payable as set out in the Order in the year in which the claim arose; or five thousand pounds sterling (£5,000).

14. TERM AND TERMINATION

- 14.1 The Contract will commence on the Commencement Date and shall continue for the period set out in the Order (the “**Initial Term**”) and thereafter shall automatically renew at the end of the Initial Term for successive periods of a duration equal to the Initial Term (each a “**Renewal Term**”) unless terminated earlier in accordance with the terms of this Contract. The Initial Term and each Renewal Term

(as applicable) shall collectively be referred to as the “**Term**”.

14.2 The Customer may terminate this Contract on providing Greyparrot with no less than sixty (60) or thirty (30) days’ written notice as set out in the order (and sixty (60) days in case of discrepancy or doubt), such notice to take effect no earlier than the end of the Initial Term or the relevant Renewal Term (as applicable).

14.3 Greyparrot may terminate this Contract at any time on providing the Customer with thirty (30) written notice.

14.4 Each party may terminate this Contract immediately at any time by giving notice in writing to the other party if:

14.4.1 the Customer fails to pay any amount due under this Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment;

14.4.2 the other party commits a material breach of the Contract and such breach is not remediable;

14.4.3 the other party commits a material breach of the Contract which is not remedied within thirty (30) days of receiving written notice of such breach; or

14.4.4 the other party is subject to an Insolvency Event.

14.5 On expiry or termination of the Contract each party shall promptly return or dispose of in accordance with the other party’s

instructions all Confidential Information and documents and copies thereof disclosed or supplied to that party pursuant or in relation to the Contract and shall certify in writing to the other party the same has been completed.

14.6 In the event Greyparrot terminates the Contract under Clause 14.3 the Customer shall be entitled to a pro-rata refund in respect to any Software Charges it has paid in advance which relate to any unexpired part of the Term at the date of termination.

14.7 Customer is responsible for backing up its data, shall ensure that it backs up its data regularly and extracts all its data from the Services prior to the termination or expiry of the Contract. Greyparrot shall not be obliged to provide Customer with any assistance extracting or recovering data whether during or after the Term.

14.8 Termination or expiry of the Contract shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry.

14.9 The following provisions of these Conditions shall survive expiry or termination of the Contract howsoever arising: 1 (Interpretation); 10 (Intellectual Property Rights); 11 (Confidentiality); 13 (Limitation of Liability); and 18 (General).

15. CONSEQUENCES OF TERMINATION

15.1 On expiry or termination of this Contract, however caused:

15.1.1 Greyparrot’s consent to the Customer’s possession of the Hardware shall terminate;

- 15.1.2 at the Customer's cost, any storage, insurance, repair, transport, legal and remarketing costs).
- Customer shall deliver up the Hardware at the end of the Term at such address as Greyparrot requires, or as agreed by Greyparrot, allow Greyparrot or its representatives access to the Site or any premises where the Hardware is located for the purpose of removing the Hardware;
- 15.1.3 Greyparrot may, by its authorised representatives, without notice and at the Customer's expense, retake possession of the Hardware and for this purpose may enter the Site or any premises at which the Hardware is located; and
- 15.1.4 without prejudice to any other rights or remedies of the Customer, the Customer shall pay to Greyparrot on demand:
- (a) all Charges and other sums due but unpaid at the date of such demand together with any interest accrued pursuant to Clause 8.6; and
- (b) any costs and expenses incurred by Greyparrot in recovering the Hardware or in collecting any sums due under this Contract (including
- 15.2 Where Greyparrot terminates this Contract pursuant to Clause 14.4, and without prejudice to any other rights or remedies of Greyparrot, the Customer shall pay to Greyparrot on demand a sum equal to the whole of the Charges that would (but for the termination) have been payable if the Contract had continued from the Term.
- 15.3 The sums payable pursuant to Clause 15.2 shall be agreed compensation for Greyparrot's loss and shall be payable in addition to the sums payable pursuant to Clause 15.1.3.
- 15.4 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
- 15.5 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16. FORCE MAJEURE**
- 16.1 Any delays in or failure of performance by either party under this Contract will not be considered a breach of the Contract if and to the extent that such delay or failure is caused by a Force Majeure Event and any time for performance under this Contract shall be extended by the actual time of delay caused by any such occurrence.

17. NOTICES

17.1 Notices under the Contract will be in writing and sent to a party's registered office (in the case of a company) or its principal place of business (in any other case) or to the email address set out below. Notices may be given, and will be deemed received:

17.1.1 by first-class post: two (2) Business Days after posting;

17.1.2 by airmail: seven (7) Business Days after posting; or

17.1.3 by hand: on delivery

17.1.4 by e-mail: on the day it is sent if that day is a Business Day between the hours of 09:00 and 17:00 in the place of receipt or otherwise on the next Business Day to:

(a) in the case of Greyparrot
gaspard@greyparrot.ai; and

(b) in the case of the Customer the email address provided by the Customer from time to time.

17.2 This Clause 17 does not apply to notice given in legal proceedings or other dispute resolution proceedings.

18. GENERAL

18.1 The Contract is personal to the Customer and the Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and

obligations under the Contract. Greyparrot may at any time assign, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

18.2 No variation of these Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.3 No failure or delay by a party to exercise any right or remedy under the Contract shall constitute a waiver of that or any other right or remedy.

18.4 The Contract 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.

18.5 Each party agrees that it 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 Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Conditions.

18.6 If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of these Conditions is deemed deleted under this Clause 18.6, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible,

achieves the intended commercial result of the original provision.

18.7 Nothing in these Conditions is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties.

18.8 This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.9 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

ANNEX A: DESCRIPTION OF DATA PROCESSING

1. Subject matter

Provisioning of access to, and maintenance and support services in relation to the Services.

2. Duration

Contract Term only.

3. Nature and purpose

Granting/removing access to the Services. Maintaining and supporting the Services.

4. Data categories

Name, address, email address, IP address, telephone number.

5. Data subjects

Users of the Services authorised for that purpose by the Customer.