Unit 15 Warwick Innovation Centre
Warwick Technology Park
Gallows Hill
Warwick
CV34 6UW

LICENCE AGREEMENT

This Licence Agreement (Agreement) governs the Customer's access to and use of the Service and becomes legally binding on the date the Customer accepts this Agreement electronically, purchases a subscription, creates an account, or otherwise accesses or uses the Service (Effective Date). The Agreement is made between:

And Evolve Limited, a company incorporated in England and Wales with company number 9395138 and registered office at Unit 15, Warwick Innovation Centre, Warwick Technology Park Gallows Hill, Warwick CV34 6UW ("Provider"); and

The name of the Customer whose details have been placed on the portal for the services provided by the Provider ("Customer").

Each a "Party" and together the "Parties".

1. Definitions and interpretation

1.1 In this Agreement the following terms have the meanings set out below:

Acceptable Use Policy means the policy set out on our Website which may be amended from time to time.

Account means the Customer's account for access to the Service.

Agreement has the meaning given in the heading above and includes its Schedules and the Portal.

Authorised Users means those people authorised by the Customer to use the Service under this Agreement, in respect of the number of Licences purchased on the Portal.

Business Day means a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.

Confidential Information means all information of a confidential nature disclosed by or on behalf of a Party to the other Party, whether before, on or after the Effective Date, including this Agreement, business affairs, customers, suppliers, plans, operations, processes, data (including Customer Data), product information, know-how, designs, trade secrets, software, market opportunities and the terms of this Agreement, but excluding information which is in or enters the public domain other than through breach of this Agreement, was lawfully known to the receiving Party before receipt, is independently developed without use of the disclosing Party's information, or is lawfully obtained from a third party free of confidentiality obligations.

Customer Data means any data, content, materials or information supplied, uploaded, or provided by or on behalf of the Customer or Authorised Users to, or processed by the Service for, the Customer, in each case excluding Usage Data.

Company Registration No: 9395138 Registered Office: Unit 15 Warwick Innovation Centre, Warwick Technology Park, Gallows Hill, Warwick, CV34 6UW

Data Protection Addendum or DPA means the data processing terms in Schedule 3.

Fees means the fees payable by the Customer to the Provider for the Licences, Service, and any related professional services, as set out on the Portal.

Force Majeure Event means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations, including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil commotion or riots, war, fire, explosion, interruption or failure of utility service, strikes or other industrial disputes not involving the Party's own workforce, non-performance by suppliers or subcontractors (other than by companies in the same group as the Party), and denial-of-service or other cyberattacks, provided that lack of funds shall not be a Force Majeure Event.

Initial Subscription Term means twelve (12) months from the date of confirmation from the Provider of the purchase of each applicable Licence.

Intellectual Property Rights or IPR means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications, renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Licence means a subscription right to permit one Authorised User to access and use the Service, or such other unit of entitlement as specified on the Portal.

Portal means the portal on the Website on which the Customer purchases in advance the number of Licences, start and end date of the Initial Subscription Term of such Licences, Fees for such Licences, and any other commercial details, if any.

Reports means the individual, team, or organisational values orientation reports made available to the Customer following completion of the values alignment survey.

Service means the Provider's provision of the measurement of orientation, and then the alignment of people's human values as described in Schedule 2 (Service Description), and any updates or enhancements thereto made generally available by the Provider during the Term, if any.

Term means the period from the Effective Date until termination or expiry of this Agreement in accordance with its terms, including each applicable Initial Subscription Term.

Territory means worldwide.

Usage Data means data generated by or derived from the operation and use of the Service that does not reveal the identity of the Customer or any individual, including technical logs, metadata, performance data, and usage statistics.

Website means our website at www.valuesalignment.com

1.2 In this Agreement, headings are for convenience only and do not affect interpretation. Words in the singular include the plural and vice versa. The words include, includes, including and for example are deemed to be followed by without limitation. References to writing include email but not fax.

2. Order process and Licences

2.1 The Customer may purchase Licences and related Services via the Portal. Each Licence shall be subject to and form part of this Agreement. In the event of conflict, clause 22 (Order of precedence) applies.

2.2 Licences are subscription-style and are purchased per Authorised User, the name of whom may or may not be known at the date of the Portal. Licences are for the Customer's internal business purposes only and are not transferable except as permitted in clause 14 (Assignment) and clause 15 (Subcontracting). The Customer may only purchase the block of Licences as set out in Schedule 1.

2.3 The number of Licences purchased, and the initial Subscription Term and the Fees are set out on the Portal. Additional Licences may be purchased during the Term by purchasing them through the Portal.

3. Grant of licence

3.1 Subject to the Customer's payment of the Fees and compliance with this Agreement, the Provider grants to the Customer a non-exclusive, non-transferable (except as permitted herein), non-sublicensable right during the Initial Subscription Term set out on the Portal to access and use the Service within the Territory for the Customer's internal business purposes up to the number and scope of Licences purchased. For clarity, the Licences must be used within their respective Initial Subscription Term, but the Provider will permit the Customer and the Authorised User to access the Portal to review the results of the Services for three (3) months after expiry of the applicable Initial Subscription Term.

3.2 The Service is provided as a hosted service. No copies of the software are sold or transferred to the Customer, and no rights are granted other than those expressly set out in this Agreement.

3.3 Beta and trial features. The Provider may from time to time make available trial, beta, or pre-release features. Use of such features is at the Customer's discretion and risk, may be subject to additional terms, and may be modified or withdrawn at any time.

4. Delivery and access

4.1 Following the Effective Date and receipt of any initial Fees, the Customer shall create, for the purpose of accessing its Account, its own password and email address

for use on the Portal. It is the Customer's responsibility to not share such password or email address.

4.2 The Customer is responsible for procuring and maintaining its network connections and telecommunications links, and for ensuring the security and proper configuration of its systems to access the Service.

5. Customer obligations and acceptable use

5.1 The Customer shall keep its and its Authorised Users' Account details, passwords, and other login information confidential and shall ensure that only Authorised Users access the Service.

5.2 The Customer shall use the Service in accordance with the Acceptable Use Policy and applicable laws. The Customer shall not, and shall ensure that Authorised Users do not: (a) copy, modify, adapt or create derivative works of the Service or Reports; (b) attempt to reverse engineer, decompile, disassemble or otherwise derive the source code or underlying ideas of the Service, except to the extent permitted by applicable law and then only after prior written notice to the Provider; (c) rent, lease, sub-license, sell, resell, assign, distribute, time-share, offer as a service bureau or otherwise commercially exploit or make the Service available to any third party (other than Authorised Users in accordance with this Agreement); (d) access the Service for the purpose of building a competitive product or service or for benchmarking or competitive analysis except with the Provider's prior written consent; (e) remove, obscure or alter any proprietary notices; (f) use the Service to transmit or store any infringing, defamatory, obscene, offensive or otherwise unlawful or tortious material, or any material containing viruses, worms, Trojan horses or other malicious code; (g) attempt to gain unauthorised access to the Service or associated systems or networks; or (h) exceed any usage limits set out on the Portal, if any.

5.3 The Customer shall be responsible for all acts and omissions of its Authorised Users as if they were the Customer's own employees.

6. Fees, invoicing, taxes, and payment

6.1 The Customer shall pay the Fees during the process of purchasing the Licences on the Portal. The minimum commitment of purchasing Licences is set out in Schedule 1.

6.2 Fees are exclusive of value added tax (VAT) and any other applicable sales, use, or similar taxes, which shall be payable by the Customer at the applicable rate. The Customer shall provide valid tax exemption certificates where applicable.

6.3 If the Customer is required by law to withhold taxes from any payments, the Customer shall gross up the payment so that the Provider receives the full amount it would have received but for the withholding and shall provide reasonable evidence of the withholding.

7. Data protection and security

7.1 To the extent the Provider processes personal data on behalf of the Customer in providing the Service, the Parties agree that the DPA in Schedule 3 applies and forms part of this Agreement.

7.2 Each Party shall comply with applicable data protection laws in relation to its processing of personal data under or in connection with this Agreement.

7.3 Security. The Provider shall implement and maintain appropriate technical and organisational measures designed to protect the security, confidentiality and integrity of the Service and Customer Data, as further described in Schedule 3 or the DPA. The Customer is responsible for maintaining appropriate security, protection and backup of its systems and Customer Data outside the Service.

8. Intellectual Property Rights; Customer Data and Usage Data

8.1 Ownership. As between the Parties, the Provider and its licensors own all IPR in and to the Service, Reports, Usage Data and all improvements, modifications, and derivative works thereof. Except for the rights expressly granted in this Agreement, no rights are granted to the Customer, and all such rights are reserved.

8.2 Customer Data. As between the Parties, the Customer owns all right, title, and interest in and to Customer Data.

8.3 Usage Data. The Provider may collect and use Usage Data to operate, analyse, improve, and develop the Service and for benchmarking and analytics, provided that such data does not identify the Customer or any individual.

8.4 Feedback. The Customer may provide feedback or suggestions regarding the Service. The Provider may use such feedback without restriction and without obligation to the Customer.

8.5 Anonymised data. The Provider may create anonymised and aggregated data derived from Customer Data, provided that it does not identify the Customer or any individual, and may use such anonymised data for research, benchmarking, analytics, and to improve and develop the Service. Such anonymised data is not Customer Data or personal data, and the Provider may retain and use it during and after the Term.

9. Warranties and disclaimers

9.1 Each Party warrants to the other that it has the right, power, and authority to enter into this Agreement.

9.2 The Provider does not guarantee that its Website or Portal will operate without interruption nor will it be fault-free.

9.3 The Customer warrants its and each Authorised User's use of the Service and all Customer Data will comply with this Agreement and applicable laws.

9.4 Remedy. The Customer's exclusive remedy for any breach by the Provider of the warranty in clause 9.1 and 9.2 shall be for the Provider to use reasonable efforts to correct any material non-conformity, and if the Provider is unable to do so within a reasonable time such that the Customer has no reasonable time to use the affected Licence, the Customer may terminate the affected Licence and receive a pro rata refund of any prepaid Fees for the remainder of the Initial Subscription Term for the affected Service.

9.5 Except as expressly provided in this Agreement, the Service are provided as is and as available. To the fullest extent permitted by law, all other warranties, representations, conditions and terms of any kind, whether express or implied, statutory or otherwise, including implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, and availability, are excluded.

10. Indemnities

10.1 IP infringement indemnity by Provider. The Provider shall defend the Customer against any claim by a third party that the Customer's or the Authorised User's authorised use of the Service in accordance with this Agreement infringes that third party's IPR, and shall pay any damages and reasonable costs finally awarded by a court of competent jurisdiction or agreed in settlement, provided that the Customer: (a) promptly notifies the Provider in writing of the claim; (b) does not make any admission or settlement without the Provider's prior written consent; (c) gives the Provider sole control of the defence and settlement; and (d) provides all reasonable assistance at the Provider's expense.

10.2 Mitigation. In the event of an infringement claim, the Provider may at its option: (a) procure for the Customer the right to continue using the Service; (b) modify or replace the Service so that it becomes non-infringing without materially reducing its functionality; or (c) if (a) and (b) are not reasonably practicable, terminate the affected Licence which cannot be used during the Initial Subscription Term and provide a refund of prepaid Fees.

10.3 The indemnity in clause 10.1 shall not apply to the extent the claim arises from: (a) use of the Service in combination with any software, hardware, data or processes not provided or authorised by the Provider, where the claim would not have arisen but for such combination; (b) modification of the Service by anyone other than the Provider; (c) the Customer's breach of this Agreement; or (d) Customer Data.

10.4 Indemnity by Customer. The Customer shall defend, indemnify and hold harmless the Provider against any claim, demand, suit or proceeding made or brought by a third party arising from or related to: (a) Customer Data (including allegations that Customer Data infringes or misappropriates any IPR or violates applicable law); or (b) the

Customer's or an Authorised User's misuse of the Service or breach of this Agreement; in each case subject to the Provider providing notice, control and assistance as in clause 10.1.

11. Limitation of liability

11.1 Nothing in this Agreement limits or excludes either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) breach of terms implied by section 13 of the Supply of Goods and Services Act 1982; or (d) any other liability which cannot be limited or excluded by law.

11.2 Subject to clause 11.1, neither Party shall be liable to the other for any: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; (f) loss or corruption of data; (g) indirect or consequential loss; in each case however arising.

11.3 Subject to clause 11.1, each Party's total aggregate liability arising out of or in connection with this Agreement (whether in contract, tort, negligence, breach of statutory duty or otherwise) shall not exceed an amount equal to the total Fees paid or payable by the Customer to the Provider for a Licence.

11.4 We are not liable to you in any way whatsoever for any losses or damages you may sustain as a result of employing or contracting or otherwise any Authorised User or potential Authorised User after that Authorised User has or has not used the Services and results have been provided to the Customer or not as the case may be.

12. Term and termination

12.1 This Agreement commences on the Effective Date and continues for the Term unless terminated earlier in accordance with this clause 12.

12.2 Each Licence shall automatically expire at the end of its applicable Initial Subscription Term unless renewed through the Portal. Following expiry, the Customer may continue to access previously generated reports and results for the period specified in clause 3.1.

12.3 Termination for cause. Without prejudice to any other rights or remedies, either Party may terminate this Agreement or any affected Licence immediately by written notice if: (a) the other Party commits a material breach which is irremediable or, if remediable, is not remedied within thirty (30) days after receiving written notice to do so; or (b) the other Party becomes insolvent or is unable to pay its debts as they fall due, has a receiver appointed over its assets, enters into liquidation, administration or a composition with creditors, or undergoes any analogous event in any jurisdiction. Where the Provider terminates due to the Customer's proven breach of this clause then the Provider may keep the Fees for unused Licences. Where the Customer terminates due to the Provider's breach of this clause then the Provider shall reimburse the Customer the Fees for an unused Licences.

12.4 Suspension. The Provider may suspend access to the Service immediately upon written notice if: (a) required by law or court order; (b) there is a material security risk to the Service or to third parties; or (c) the Customer is in material breach of this Agreement, provided that the Provider shall lift the suspension as soon as the grounds no longer apply.

12.5 Effects of termination. On termination or expiry of this Agreement or any Licence: (a) all rights granted under the terminated Licence(s) shall immediately cease; (b) the Customer shall cease all use of the Service under the terminated Licence(s); (c) each Party shall return or destroy the other Party's Confidential Information on request, save that the Provider may retain copies as required by law or for backup, audit and compliance purposes subject to continuing confidentiality obligations; and (d) the Customer shall pay all Fees due up to the date of termination, if any, and, save where the Customer terminates under clause 9.4 or 12.3, any prepaid Fees are non-refundable.

12.6 Data export. For thirty (30) days following termination or expiry of a Licence, the Customer may export Customer Data in a standard format made available by the Provider. Thereafter, the Provider may delete Customer Data in accordance with its data retention policies, subject to the DPA.

12.7 Survival. Clauses 1, 6 (to the extent of accrued rights), 7, 8, 9, 10, 11, 12.6 and 12.7, 13, 14, 15, 17, 18, 19, 21, 22 and 23, shall survive termination or expiry.

13. Confidentiality

13.1 Each Party shall keep the other Party's Confidential Information confidential and shall not use it for any purpose other than to perform this Agreement or disclose it to any person except to its employees, officers, professional advisers, contractors and suppliers who need to know it for the purposes of this Agreement and who are bound by confidentiality obligations no less protective than this clause.

13.2 A Party may disclose Confidential Information to the extent required by law, a court of competent jurisdiction or a regulatory or governmental authority, provided that, where lawful to do so, it gives the other Party reasonable notice to seek confidential treatment.

13.3 Each Party shall take reasonable steps to protect the confidentiality of the other Party's Confidential Information and shall be responsible for any unauthorised disclosure by persons to whom it disclosed such information.

14. Assignment

14.1 Neither Party may assign, transfer, charge, mortgage, subcontract, declare a trust over or deal in any other manner with any of its rights or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, except that either Party may assign this Agreement in

whole to a successor in connection with a merger, reorganisation, or sale of all or substantially all of its assets or business, upon written notice.

15. Subcontracting

15.1 The Provider may subcontract its obligations under this Agreement, provided that it remains responsible for the acts and omissions of its subcontractors as if they were its own. Where subcontractors process personal data, the Provider shall ensure appropriate contractual protections consistent with the DPA.

16. Force majeure

16.1 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure results from a Force Majeure Event. The affected Party shall notify the other of the Force Majeure Event and its expected duration. If the Force Majeure Event continues for more than four (4) months out of the Initial Subscription Term, either Party may terminate the affected Licence(s) on written notice.

17. Notices

17.1 Any notice given under this Agreement shall be in writing and delivered by hand, pre-paid first-class post or special delivery, or email to the address set out below (or such other address as notified in writing):

For the Provider:
And Evolve Ltd, Unit 15, Warwick Innovation Centre, Warwick Technology Park Gallows Hill, Warwick CV34 6UW

support@and-evolve.com

17.2 A notice is deemed received: if delivered by hand, at the time the notice is left at the proper address; if sent by pre-paid first-class post or special delivery, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission, provided that no bounce-back or error message is received and a copy is sent by post the same day. This clause does not apply to the service of any proceedings or other documents in any legal action.

18. Governing law and jurisdiction

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

18.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation.

19. Entire agreement

19.1 This Agreement, together with the Portal and Schedules, constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings or agreements relating to its subject matter.

19.2 Each Party acknowledges that in entering into this Agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) not set out in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

20. Variations and waivers

20.1 The Provider may amend this Agreement from time to time by posting an updated version on the Website. Any material changes will take effect on renewal of the applicable Licence unless otherwise required by law.

21. Severance

21.1 If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that provision shall be deemed deleted and the validity and enforceability of the remaining provisions shall not be affected. If any invalid, illegal or unenforceable provision would be valid, legal, and enforceable if some part of it were deleted or modified, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

22. Order of precedence

22.1 In the event of any conflict or inconsistency between the terms of the documents forming part of this Agreement, the following order of precedence shall apply (highest first): (a) the Portal (but only in respect of the Service and Initial Subscription Term specified therein); (b) the DPA; (c) Schedule 2 (Service Description); (d) Schedule 1 (Minimum Licence Commitment); and (e) the main body of this Agreement. Notwithstanding the foregoing, a Party's standard terms and conditions included in or with any purchase order or similar document shall have no effect and are excluded.

23. Third party rights

23.1 A person who is not a Party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Schedule 1

Minimum commitment

1. Minimum Licence commitment: 10, 50 or 100.

Schedule 2

Service Description

A. Service Description

1. Overview.

   The Service is a cloud-based assessment and reporting platform that enables organisations and individuals to measure and understand values alignment within teams, leadership groups, and organisational cultures.

   The Service provides users with access to:

   - The VAI online assessment platform.
   - Values-based assessments for authorised participants.
   - Automated scoring and analysis of assessment responses.
   - Individual, team, leadership, and organisational insight reports, depending on the licence purchased.
   - Reporting and visualisation tools made available through the platform.
   - Secure storage and processing of assessment data necessary to deliver the Service.
   - Platform updates, maintenance, and standard technical support.

   The VAI is designed to help users identify areas of values alignment and misalignment, providing insights that may support leadership development, team effectiveness, organisational culture initiatives, employee experience, succession planning, and organisational performance.

   The Service is provided as a self-service software platform unless additional consultancy, facilitation, implementation, training, or support services are expressly purchased separately.

   The VAI is an analytical and developmental tool only and does not provide psychological diagnosis, legal advice, employment advice, or any other regulated professional advice. Users remain responsible for any decisions or actions taken based on information generated by the Service.

The features, usage limits, assessment volumes, reporting options, subscription period, and access rights available to the Customer shall be those specified at the time of purchase through the online platform.

The Provider may make updates, enhancements, modifications, or improvements to the Service from time to time, provided that such changes do not materially reduce the core functionality of the Service.

2. The Service is a hosted software-as-a-service (SaaS) platform provided by the Provider and accessed via the Provider's web-based application, enabling Authorised Users to complete values-based assessments, access analytics and reporting tools, and obtain insights relating to values alignment, organisational culture, leadership and team effectiveness
3. Features and modules. The Service may include one or more of the following features and modules, depending on the Customer's subscription:
    - Values assessment questionnaires.
    - Individual values profiling and reporting.
    - Team values alignment analysis and reporting.
    - Leadership values alignment analysis and reporting.
    - Organisational values alignment analysis and reporting.
    - Reporting dashboards and data visualisation tools.
    - Comparative analysis tools.
    - User administration and account management functionality.
    - Report generation functionality.
    - Other features, modules, content, or functionality made available by the Provider from time to time.

    The Provider may introduce, modify, replace, suspend, or discontinue Features and Modules at its discretion, provided that such changes do not materially reduce the overall functionality of the Service purchased by the Customer.
4. Maintenance. Planned maintenance will be carried out outside the hours of 9am to 5pm on normal business days (excluding bank holidays in England) and on not less than 48 hours' notice.

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Schedule 3

Data Protection Addendum

1. Roles. The Parties agree that the Customer is the controller and the Provider is the processor in relation to personal data processed to provide the Service.
2. Processing details. Subject-matter: provision of the Service. Duration: the Term plus any data return period. Nature and purpose: hosting, transmission, storage, analysis as necessary to provide the Service. Types of personal data: identification, contact, usage. Categories of data subjects: employees, potential employees, or potential candidates for various employment roles.
3. Processor obligations. The Provider shall: (a) process personal data only on documented instructions from the Customer; (b) ensure persons authorised to process personal data are bound by confidentiality; (c) implement appropriate technical and organisational measures; (d) assist the Customer with data subject requests and security obligations; (e) at the Customer's choice, delete or return personal data on termination and delete existing copies unless retention is required by law; (f) make available information necessary to demonstrate compliance and allow for audits no more than once per year on thirty (30) days' notice; (g) notify the Customer without undue delay after becoming aware of a personal data breach; and (h) not transfer personal data outside the UK without appropriate safeguards and the Customer's authorisation.
4. Sub-processors. The Customer authorises the Provider to appoint sub-processors, including Amazon Web Services, Inc. (AWS) for cloud hosting within the United Kingdom, together with any further sub-processors set out on the Portal, subject to obligations equivalent to those in this Schedule. The Provider shall notify the Customer of any intended changes to sub-processors and allow the Customer to object on reasonable grounds within ten (10) days.
5. Standard contractual clauses / IDTA. Where required, the Parties shall enter into applicable international data transfer agreements or standard contractual clauses. Further details and annexes to be set out in the completed DPA.
6. Customer obligations. The Customer shall ensure it has all necessary rights and notices to provide personal data to the Provider and shall not instruct the Provider to process personal data in a manner that would breach applicable data protection laws.

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