

TERMS AND CONDITIONS

1. SAAS SERVICES AND SUPPORT

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services in accordance with the Service Level Terms attached hereto as Exhibit B. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. The company reserves the right to refuse registration of or cancel passwords it deems inappropriate.
- 1.2. Subject to the terms hereof, the Company will provide Customer with reasonable technical support services in accordance with standard business practices where you can email info@excleas.ai and a member of the team will get back to you within 3-5 business days for non-urgent queries and 1 day for urgent queries. An urgent query is defined as anything that prevents the service from functioning for more than a hour at a time through the business day. Non urgent queries are everything other than the urgent query.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly, attempt to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"). Customer shall not modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorised within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.
- 2.2. The Services and all related data processing shall be conducted within the United Kingdom or European Economic Area. Any transfer of data outside these territories shall only occur with explicit written consent from the Customer and must comply with UK GDPR requirements and applicable data protection laws. The Company shall maintain appropriate safeguards and documentation for any permitted transfers.
- 2.3. Customer represents, covenants, and warrants that it will use the Services only in compliance with Company's standard published policies then in effect (the "Policy"), UK GDPR, Data Protection Act 2018, Department for Education guidelines, and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing, particularly in relation to the processing of student assessment data and compliance with educational regulations.
- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and teacher user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent. Customer shall ensure that all users of the system are

appropriately trained in both system use and data protection requirements, particularly in relation to the handling of student assessment data and the verification of AI-suggested marks.

3. DATA PROTECTION AND PROCESSING

- 3.1. Definitions. For the purposes of this Agreement, "Personal Data", "Special Category Data", "Processing", "Data Controller", "Data Processor", "Data Subject" and "Personal Data Breach" shall have the meanings given in the UK GDPR and Data Protection Act 2018. "Assessment Data" means any exam responses, marks, or feedback generated through the Service. "AI Analysis" means the automated processing of Assessment Data to provide suggested marking and insights.
- 3.2. Controller and Processor Status. Customer acknowledges that it is the Data Controller and Company is the Data Processor under this Agreement. As Data Controller, Customer shall determine the purposes and means of processing Personal Data, ensure lawful basis for processing, including obtaining necessary consents, provide clear instructions regarding data processing, maintain records of processing activities, conduct Data Protection Impact Assessments where required, retain full responsibility for final assessment decisions, ensure teachers review and verify all AI-suggested marks, maintain responsibility for assessment accuracy, and ensure appropriate use of the system within educational guidelines.
- 3.3. Company Processing Obligations. Company shall process data only on action by Customer or its employees, maintain records of all processing activities, implement appropriate technical and organisational measures, assist Customer in fulfilling its obligations under UK GDPR, process data solely for the purpose of providing AI-assisted marking, clearly indicate the assistive nature of all AI suggestions, not use identifiable data for AI training without explicit consent, provide transparent information about AI accuracy rates through sending of similarity support prior to any agreement, and make clear the limitations of the AI system.
- 3.4. Scope of Processing. The Personal Data to be processed includes student name, year group/class, academic performance data, exam responses, AI-suggested marks, teacher's final marks, and performance patterns and gaps identified. Processing shall be conducted for the purpose of providing AI-assisted marking of exam papers, identifying learning patterns and gaps, supporting teachers in assessment decisions, and generating insights for teaching improvements.
- 3.5. Duration and Retention. Initial pilot periods shall be 2 months. Assessment data shall be retained for a minimum of 2 years, with a data retention period of 5 years and final deletion deadline of 5 years after the contract signed date. Company shall implement regular backup procedures, secure storage requirements, deletion of raw exam translation data after processing if not needed to provide the service, and regular accuracy checks with logs.
- 3.6. Security Measures. Company shall implement comprehensive technical measures including encryption at rest and in transit, access controls and authentication, regular security testing, backup and recovery procedures, end-to-end encryption of exam papers and marks, secure upload and download mechanisms, and regular accuracy testing of AI systems with benchmark reports to Customer. Organisational measures shall include staff training requirements, access management policies, incident response procedures, regular compliance audits, clear guidelines for AI-assisted marking, teacher verification protocols, regular system accuracy reports, and clear marking confidence indicators.
- 3.7. Data Breaches and Sub-processing. Company shall notify Customer within 24 hours of becoming aware of any data breach, providing detailed information about the nature of the breach, records concerned, likely consequences, and remedial actions. Company shall maintain an up-to-date list of all sub-processors, ensure they provide equivalent data protection guarantees, and use only essential sub-processors for AI processing and data storage.
- 3.8. Processing Limitations. Company shall not use identifiable assessment data for AI training without consent, make autonomous assessment decisions, store unnecessary student information, or share assessment data with third parties. Company shall clearly indicate AI confidence levels,

provide tools for teacher verification, maintain transparency in AI processing, and support teacher decision-making.

4. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 4.1. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “Proprietary Information” of the Disclosing Party). Proprietary Information of the Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services (“Customer Data”). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.
- 4.2. Customer and their agreements between students at the school and the legally responsible guardian shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.
- 4.3. Notwithstanding anything to the contrary, Company shall have the right collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business to relevant authorities where needed. No rights or licenses are granted except as expressly set forth herein.

5. PAYMENT OF FEES

- 5.1. Customer will pay Company the then applicable fees described in the Order Form for the Services and Implementation Services in accordance with the terms therein (the “Fees”). If Customer’s use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. The company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon thirty (30) days

prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department or general inquiries at info@excelas.ai.

- 5.2. 5.2 Company shall bill through an invoice, and full payment for invoices issued in any given month must be received by Company fourteen (14) days after the invoice date, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Unpaid amounts are subject to statutory late payment interest at 5% plus the Bank of England base rate on any outstanding balance, plus fixed compensation for debt recovery costs (£40 for debts up to £999.99, £70 for debts between £1,000 and £9,999.99, and £100 for debts of £10,000 or more), and any additional reasonable costs of collection. Continued non-payment may result in immediate termination of Service. Customer shall be responsible for all applicable UK Value Added Tax (VAT) and any other taxes associated with Services other than taxes based on Company's net income.

6. TERM AND TERMINATION

- 6.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.
- 6.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

7. WARRANTY AND DISCLAIMER

- 7.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimises errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

- 8.1. NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. MISCELLANEOUS

- 9.1. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by the Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement 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. All waivers and modifications must be in writing signed by both parties, except as otherwise provided herein.
- 9.2. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the reasonable costs and legal fees shall be awarded in accordance with Civil Procedure Rules of England and Wales.
- 9.3. All notices under this Agreement will be in writing and will be deemed to have been duly given: when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the next business day after sending, if sent by recognised next-day delivery service; and upon receipt, if sent by recorded delivery or registered post. Email notices shall be sent to the email addresses specified in this Agreement or such other email address as either party may specify by notice to the other.
- 9.4. This Agreement 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. 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 Agreement or its subject matter or formation.
- 9.5. The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer agrees to reasonably consider serving as a reference account upon request, subject to its policies and procedures regarding such matters.

10. MARKETING COOPERATION

- 10.1. Both parties acknowledge the mutual benefit of coordinated marketing activities. Subject to compliance with data protection laws and educational guidelines, the parties agree to cooperate on marketing initiatives as follows:
- 10.2. The company may request Customer's participation in marketing activities, and the Customer agrees to reasonably consider such requests, which may include case studies, testimonials, joint press releases, or reference site visits. Any such participation shall be (i) at Customer's discretion, (ii) subject to Customer's safeguarding and communications policies, (iii) at mutually convenient times, and (iv) at no cost to Customer. Customer shall have final approval rights over any marketing materials that reference Customer or its use of the Services. The company shall not use the Customer's name, logo, or other identifying information in any marketing materials without Customer's prior written approval. Both parties shall ensure any marketing activities comply with UK GDPR, educational regulations, and protect student privacy. Either party may terminate any marketing cooperation upon written notice to the other party, without affecting the remainder of this Agreement.

EXHIBIT A: Implementation Services and Service Level Outline

1. Scope of Implementation

This Exhibit A outlines the implementation services, support framework, and operational protocols governing the delivery of the Services defined in the Agreement to the Customer. The Company will provide a standard implementation package to ensure effective adoption and utilisation of the Services.

2. Onboarding and Training

Upon commencement of the Service Start Date, the Company will:

- Provision Customer accounts and provide necessary access credentials and system documentation.
- Supply standard training resources, including user guides for administrators and end-users, to facilitate successful system adoption by the Customer's staff.
- Make available additional support resources or training sessions as may be mutually agreed upon during the Service Term.

3. Customer Obligations

The Customer agrees to perform the following obligations to ensure the successful delivery and use of the Services:

- Appoint and maintain a primary point of contact responsible for coordinating communication and implementation activities with the Company.
- Ensure that all staff utilising the Service complete the provided introductory training materials.
- Adhere to all documented service protocols, including guidelines for uploading assessment materials and mark schemes.
- Assume sole responsibility for reviewing, verifying, and validating the final accuracy of all AI-generated assessment data before its official use or dissemination.
- Implement reasonable security measures to maintain the confidentiality of all user access credentials provided by the Company.

4. Service Quality and Review

- **Performance Monitoring:** The Company will continuously monitor system performance, accuracy, and processing times. Key service level commitments, including maximum processing turnaround times, are defined in the "Service Capacity" section of the Agreement.
- **Periodic Review:** The Company and Customer agree to conduct periodic review meetings, as reasonably requested by either party, to discuss service performance, usage statistics, user feedback, and opportunities for optimisation.

5. Communication and Support

- **Support Channels:** Standard technical support will be provided primarily through designated email channels. Communication protocols for system maintenance notifications will be governed by the terms specified in the main Agreement.
- **Feedback Mechanism:** The Customer agrees to provide timely feedback regarding system performance, potential errors, or usability issues to facilitate ongoing service improvement.

EXHIBIT B: Support Services Terms

1. Support Availability and Contact

The Company will provide technical support services during standard UK business hours (9:00 AM to 5:00 PM UK time), Monday through Friday, excluding UK bank holidays ("Support Hours"). All support requests must be submitted to the Company's designated support email address: [info@excelas.ai].

2. Issue Prioritisation and Response Times

The Company will use commercially reasonable efforts to respond to support requests based on the following priority levels. Response times indicate the target time to acknowledge the request and begin investigation during Support Hours.

1. **Priority 1: Critical Issue**
 - a. **Definition:** Complete system unavailability or a critical error preventing core functionality (e.g., inability to process or upload assessments across the account).
 - b. **Response Target:** Within one (1) business day.
2. **Priority 2: High-Priority Issue**
 - a. **Definition:** Significant degradation of service performance, processing delays impacting multiple users, or malfunction of a specific feature without a viable workaround.
 - b. **Response Target:** Within two (2) business days.
3. **Priority 3: Standard Request**
 - a. **Definition:** General inquiries, feature questions, requests for guidance, or minor issues with available workarounds.
 - b. **Response Target:** Within five (5) business days.

3. Customer Responsibilities

To ensure timely resolution, the Customer agrees to provide the Company with:

- A clear and detailed description of the issue and its impact.
- Relevant information, including screenshots, error messages, or specific assessment examples where applicable.
- A designated contact person for follow-up communications.

4. Maintenance

The Company will conduct periodic system maintenance to ensure service quality and security.

- **Scheduled Maintenance:** The Company will provide a minimum of forty-eight (48) hours' advance notice for standard maintenance. Maintenance activities will be scheduled outside peak usage hours whenever commercially feasible.
- **Emergency Maintenance:** The Company reserves the right to perform emergency maintenance without prior notice to address critical security vulnerabilities or system failures.

5. Exclusions

Support services provided under this Agreement do not include: (a) requests for custom development or feature enhancements; (b) support for third-party software or hardware integrations not provided by the Company; or (c) data recovery or issue resolution resulting from Customer error or misuse of the platform.