

INSUREAI MASTER SUBSCRIPTION AGREEMENT

Version 1.1

This Master Subscription Agreement ("Agreement") is entered into between:

Global Unity Logic Limited, a company incorporated in England and Wales ("GUL", "Supplier", "we", "us" or "our");

and

the individual, company, partnership, limited liability partnership, insurer, MGA, Coverholder, broker, intermediary or other legal entity subscribing to or using the Services ("Customer", "you" or "your").

This Agreement takes effect when (i) You click the "I Accept" button presented with these terms; or (iii) You sign an Order Form that expressly references this Agreement as governing the performance of the Order Form (whichever earlier), and shall be binding on the Parties from that date (hereafter "Effective Date"). If you are entering into this Agreement for an entity, such as the company you work for, you represent to GUL that you have legal authority to bind that entity.

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1. DEFINITIONS AND INTERPRETATION

In this Agreement:

Authorised User means an employee, contractor or authorised representative of the Customer permitted to access the Services.

ACORD Data Acquisition Services means the extraction, ingestion, transformation, normalisation and processing of insurance data from ACORD forms, submissions and associated documents.

Customer Data means all information, records, documents, files, communications, submissions, emails, attachments, ACORD forms, Lloyd's market documents, slips, MRCs, bordereaux, policy documentation, claims information, images, spreadsheets, structured data, unstructured data, API data feeds and any other content uploaded to, transmitted through, stored within or processed by the Services.

Business Day means a day other than a Saturday, Sunday or public holiday in England.

Confidential Information means all non-public business, technical, financial, commercial or operational information disclosed by either party.

Customer Data means all information, documents, records, files, submissions, emails, attachments, bordereaux, policy data, claims data and other materials uploaded to, stored within or processed through the Services.

Documentation means user guides, specifications, support materials and technical information supplied by GUL.

Effective Date means the date upon which the Customer accepts this Agreement.

Fees means the charges specified in the applicable Order Form.

InsureAI Platform means the cloud-based software platform, applications, databases, workflows, APIs, integrations, reporting services and associated technology provided by GUL.

InsureAI Data Spine means the data acquisition, data normalisation, data management and operational data framework forming part of the InsureAI Platform.

Order Form means the subscription order completed by the Customer.

Services means the InsureAI Platform, InsureAI Data Spine, ACORD Data Acquisition Services, support services and any other services supplied by GUL.

Subscription Term means the period during which the Customer is authorised to access the Services.

2. SCOPE OF SERVICES

- 2.1 GUL shall provide the Services during the Subscription Term in accordance with this Agreement. Subject to Your compliance with this Agreement and payment of applicable Fees, GUL shall:
 - 2.1.1 provide you with access to and use of the Cloud Services for the duration of the Subscription Term, as defined below and in the Order Form, which shall not be shared or transferred to any third party;
 - 2.1.2 provide access to the Support and Maintenance Services as set out the Support and Maintenance Schedule attached to the relevant Order Form; and
 - 2.1.3 provide Professional Services as described in the Order Form (if applicable).
- 2.2 The Services may include:
 - a) data acquisition;
 - b) document ingestion;
 - c) ACORD data processing;
 - d) workflow automation;
 - e) operational dashboards;
 - f) reporting and analytics;
 - g) API integrations;
 - h) AI-assisted workflows;
 - i) operational intelligence tools;
 - j) support services.
- 2.3 GUL may modify, enhance, improve, replace or discontinue features from time to time provided that such changes do not materially reduce the overall functionality of the Services.

- 2.4 The Customer acknowledges that the Services are provided as a cloud-based subscription service and not as a perpetual software licence.

3. SUBSCRIPTION LICENCE

- 3.1 Subject to payment of all Fees and compliance with this Agreement, GUL grants the Customer a limited, revocable, non-exclusive, non-transferable licence to access and use the Services during the Subscription Term.
- 3.2 The licence granted under this Agreement is solely for the Customer's internal business operations.
- 3.3 No rights are granted except as expressly set out in this Agreement.
- 3.4 The Customer shall not:
- a) sublicense the Services;
 - b) resell the Services;
 - c) distribute the Services;
 - d) make the Services available to third parties;
 - e) reverse engineer the Services;
 - f) copy the software except as expressly permitted by law;
 - g) attempt to gain unauthorised access to any systems;
 - h) interfere with the security or operation of the Services.

4. AUTHORISED USERS

- 4.1 Access to the Services shall be restricted to Authorised Users. Access to the Cloud Services described in clause 2.1.1 is subject to the limitations set out in this Agreement, and also the number of Named Users stated in the Order Form, or such additional or replacement Users agreed with GUL in a Change Order from time to time, in respect of whom You have paid a Subscription Fee. Use of the Services is strictly limited to Your internal business operations only.
- 4.2 The Customer shall ensure:
- a) user credentials remain confidential;
 - b) access is restricted to authorised personnel;
 - c) users comply with this Agreement.
- 4.3 The Customer shall remain fully responsible for all actions undertaken using Customer accounts.

4.4 User limits applicable to subscription plans shall be specified within the applicable Order Form.

4.5 GUL reserves the right to charge additional Fees where user limits are exceeded.

5. CUSTOMER RESPONSIBILITIES

5.1 The Customer shall:

- a) provide accurate information;
- b) maintain appropriate systems and internet connectivity;
- c) ensure uploaded data is lawful;
- d) maintain all necessary permissions and consents;
- e) comply with all applicable laws and regulations.

5.2 The Customer shall remain solely responsible for:

- a) underwriting decisions;
- b) claims decisions;
- c) pricing decisions;
- d) coverage determinations;
- e) regulatory compliance decisions;
- f) business decisions based upon information generated through the Services.

5.3 The Services are intended to support operational processes and decision-making but shall not replace professional judgement.

6. CUSTOMER DATA

6.1 The Customer retains all right, title and interest in Customer Data.

6.2 Nothing in this Agreement transfers ownership of Customer Data to GUL.

6.3 The Customer grants GUL a non-exclusive licence to use Customer Data solely for the purpose of providing the Services.

6.4 GUL may create anonymised and aggregated statistical information derived from Customer Data provided that:

- a) the Customer cannot be identified;
- b) individuals cannot be identified;

c) no confidential information is disclosed.

6.5 The Customer warrants that it possesses all necessary rights and permissions to provide Customer Data to GUL.

6.6 Customer Authority and Rights

The Customer warrants and represents that:

- a) it owns, controls or otherwise possesses all necessary rights, permissions, licences and lawful authority required to submit Customer Data to the Services;
- b) Customer Data may include insurance-related documents, emails, attachments, ACORD forms, Lloyd's market documentation, policy information, claims information, bordereaux, spreadsheets, reports, images and other operational records;
- c) GUL is authorised to ingest, store, analyse, transform, extract, process, index and present such Customer Data solely for the purpose of delivering the Services;
- d) any Personal Data contained within Customer Data may be processed by GUL in accordance with the Data Processing Addendum;
- e) the Customer remains responsible for ensuring compliance with all applicable legal, contractual, confidentiality, regulatory and data protection obligations relating to Customer Data.

6.7 Future Data Sources and Integrations

The Services may support additional data sources, document formats, integrations and data acquisition mechanisms from time to time including:

- a) email systems;
- b) document repositories;
- c) API integrations;
- d) cloud storage platforms;
- e) insurance market systems;
- f) broker systems;
- g) carrier systems;
- h) third-party data providers.

The Customer authorises GUL to process data received through such sources where configured or enabled by the Customer.

7. FEES AND PAYMENT

- 7.1 The Customer shall pay the Fees specified in the applicable Order Form.
- 7.2 Subscription Fees shall be payable monthly in advance unless otherwise agreed.
- 7.3 Fees are exclusive of VAT and any applicable taxes.
- 7.4 Payment processing may be performed through Stripe or such other payment providers as GUL may designate.
- 7.5 Failure to make payment when due may result in:
 - a) suspension of Services;
 - b) restriction of access;
 - c) termination of the Subscription.
- 7.6 Unless expressly stated otherwise, Fees are non-refundable.

8. SUBSCRIPTION TERM

- 8.1 This Agreement shall commence on the Effective Date.
- 8.2 The Subscription shall continue until terminated in accordance with this Agreement.
- 8.3 Unless otherwise specified within an Order Form:
 - a) subscriptions operate on a monthly recurring basis;
 - b) either party may terminate upon thirty (30) days written notice.
- 8.4 Founding Customer Programme pricing shall remain fixed for twelve (12) months from commencement unless otherwise agreed.

9. AWS HOSTING AND THIRD-PARTY SERVICES

- 9.1 The Services are hosted using Amazon Web Services and associated cloud infrastructure providers.
- 9.2 Certain functionality may rely upon third-party services, integrations or software components.
- 9.3 GUL shall not be liable for failures arising solely from:
 - a) AWS outages;
 - b) internet failures;
 - c) third-party service failures;
 - d) force majeure events.

9.4 GUL shall use commercially reasonable efforts to maintain availability of the Services.

10. SUPPORT SERVICES

- 10.1** Support services shall be provided by GUL with assistance from its authorised distribution and cloud services partners where applicable.
- 10.2** The Customer acknowledges that GUL utilises TD SYNEX as its cloud distribution partner and may utilise Amazon Web Services and associated third-party providers in delivering the Services.
- 10.3** Support requests may be managed directly by GUL or escalated through TD SYNEX and AWS where the issue relates to cloud infrastructure, platform services or third-party technology components.
- 10.4** Support levels and response targets shall be defined within the applicable Support Schedule.
- 10.5** Neither GUL nor TD SYNEX guarantees uninterrupted availability of AWS or third-party services.
- 10.6** The Customer acknowledges that resolution times may be dependent upon AWS, TD SYNEX or other third-party service providers where incidents arise outside GUL's direct control.

11. RESPONSIBLE AI AND AI-ASSISTED SERVICES

- 11.1** The Services may incorporate artificial intelligence, machine learning, large language models, intelligent automation, workflow orchestration, data extraction, document analysis and other AI-assisted technologies ("AI Services").
- 11.2** The Customer acknowledges that AI Services are intended to support operational efficiency, information retrieval, workflow automation and decision support activities.
- 11.3** AI-generated outputs may:
 - a) contain inaccuracies;
 - b) be incomplete;
 - c) contain omissions;
 - d) require validation;
 - e) change over time.
- 11.4** The Customer shall independently review and verify all AI-generated outputs before relying upon them.
- 11.5** The Customer acknowledges that InsureAI:
 - a) does not provide legal advice;
 - b) does not provide regulatory advice;

- c) does not provide actuarial advice;
 - d) does not provide underwriting decisions;
 - e) does not provide claims settlement decisions;
 - f) does not replace professional judgement.
- 11.6 Responsibility for all underwriting, claims, pricing, coverage, compliance and business decisions remains solely with the Customer.
- 11.7 GUL shall not be liable for losses arising from Customer reliance upon AI-generated outputs without appropriate review and validation.
- 11.8 GUL reserves the right to modify, enhance, suspend or replace AI functionality from time to time.
- 11.9 The Customer acknowledges that AI-assisted capabilities may analyse information contained within Customer Data, including documents, emails, attachments, insurance submissions, policy records, claims information and other operational content submitted to the Services for the purposes of extraction, classification, workflow automation, search, retrieval and operational decision support.

12. CONFIDENTIALITY

- 12.1 Each party shall keep confidential all Confidential Information received from the other party.
- 12.2 Confidential Information shall include:
- a) technical information;
 - b) business information;
 - c) pricing information;
 - d) customer information;
 - e) product information;
 - f) source code;
 - g) trade secrets;
 - h) operational processes.
- 12.3 Neither party shall disclose Confidential Information except:
- a) to employees, contractors or advisers who require access;
 - b) where required by law;

c) with prior written consent.

- 12.4 Each party shall use Confidential Information solely for the purposes of performing its obligations under this Agreement.
- 12.5 The obligations within this clause shall survive termination of this Agreement for a period of five (5) years.
- 12.6 Customer Data shall be deemed Confidential Information.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights in the Services remain vested in GUL and its licensors.
- 13.2 The Customer acknowledges that no ownership rights in the Services are transferred under this Agreement.
- 13.3 GUL retains ownership of:
- a) the InsureAI Platform;
 - b) the InsureAI Data Spine;
 - c) software code;
 - d) APIs;
 - e) workflows;
 - f) methodologies;
 - g) templates;
 - h) reports;
 - i) product enhancements;
 - j) documentation.
- 13.4 Customer Data remains the property of the Customer.
- 13.5 Any suggestions, recommendations or feedback provided by the Customer may be incorporated into the Services without restriction and without compensation.
- 13.6 The Customer shall not remove, alter or obscure proprietary notices or trademarks appearing within the Services.

14. WARRANTIES AND DISCLAIMER

- 14.1 GUL warrants that it shall provide the Services using reasonable skill and care.

- 14.2 Except as expressly stated in this Agreement, all warranties, conditions and representations are excluded to the maximum extent permitted by law.
- 14.3 GUL does not warrant that:
- a) the Services will be uninterrupted;
 - b) the Services will be error-free;
 - c) all defects will be corrected;
 - d) the Services will meet every Customer requirement.
- 14.4 The Services are provided on an "as available" and "as supplied" basis.
- 14.5 The Customer acknowledges that cloud-based services may be affected by circumstances beyond GUL's control.

15. ACCEPTABLE USE

- 15.1 The Customer shall not use the Services:
- a) unlawfully;
 - b) fraudulently;
 - c) maliciously;
 - d) in breach of applicable laws or regulations.
- 15.2 The Customer shall not:
- a) attempt unauthorised access;
 - b) introduce malware;
 - c) perform penetration testing without written consent;
 - d) overload systems;
 - e) interfere with platform operation.
- 15.3 The Customer shall not upload content which:
- a) infringes Intellectual Property Rights;
 - b) is unlawful;
 - c) contains malicious code;
 - d) breaches confidentiality obligations.

15.4 GUL may immediately suspend access where unacceptable use is suspected.

16. SUSPENSION OF SERVICES

16.1 GUL may suspend access to the Services where:

- a) Fees remain unpaid;
- b) security risks arise;
- c) unlawful activity is suspected;
- d) Customer actions threaten system stability;
- e) required by law or regulation.

16.2 Where reasonably practicable GUL shall provide prior notice of suspension.

16.3 Suspension shall not relieve the Customer from its payment obligations.

16.4 GUL shall use reasonable efforts to restore access once the cause of suspension has been resolved.

17. DATA PROTECTION

17.1 Each party shall comply with all applicable data protection legislation.

17.2 To the extent that GUL processes Personal Data on behalf of the Customer:

- a) the Customer shall be the Controller;
- b) GUL shall be the Processor.

17.3 Processing activities shall be governed by the Data Processing Addendum forming part of this Agreement.

17.4 The Customer warrants that it possesses all necessary legal grounds to provide Personal Data to GUL.

17.5 The Customer remains responsible for determining the lawful basis of processing.

18. INFORMATION SECURITY

18.1 GUL shall implement commercially reasonable technical and organisational measures designed to protect Customer Data.

18.2 Security measures may include:

- a) encryption;
- b) access controls;

- c) authentication mechanisms;
- d) monitoring systems;
- e) backup procedures.

- 18.3 The Customer acknowledges that no system can guarantee absolute security.
- 18.4 GUL shall maintain appropriate procedures for responding to security incidents.
- 18.5 Where legally required, GUL shall notify the Customer of confirmed Personal Data breaches without undue delay.

19. CUSTOMER INDEMNITY

- 19.1 The Customer shall indemnify and hold harmless GUL against losses arising from:
 - a) breach of this Agreement;
 - b) unlawful use of the Services;
 - c) infringement claims relating to Customer Data;
 - d) misuse of AI-generated outputs;
 - e) Customer negligence or misconduct.
- 19.2 The Customer's indemnity obligations shall include reasonable legal costs incurred by GUL.

20. SERVICE LEVELS

- 20.1 Service levels shall be defined within the applicable Support and Maintenance Schedule.
- 20.2 GUL shall use commercially reasonable efforts to maintain service availability.
- 20.3 The Customer acknowledges that service availability may be affected by:
 - a) AWS outages;
 - b) internet failures;
 - c) third-party services;
 - d) force majeure events;
 - e) emergency maintenance.
- 20.4 No service credits shall apply unless expressly agreed in writing.
- 20.5 GUL reserves the right to perform planned maintenance and upgrades.

- 20.6 Support services may be delivered directly by GUL or through its authorised distribution partner TD SYNnex and associated cloud service providers.

21. LIMITATION OF LIABILITY

- 21.1 This clause sets out the entire financial liability of GUL, its employees, officers, subcontractors, suppliers, distributors and licensors arising out of or in connection with this Agreement.
- 21.2 Nothing in this Agreement shall exclude or limit liability for:
- a) death or personal injury caused by negligence;
 - b) fraud or fraudulent misrepresentation;
 - c) any liability which cannot lawfully be excluded.
- 21.3 Subject to clause 21.2, GUL shall not be liable whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise for:
- a) loss of profit;
 - b) loss of revenue;
 - c) loss of anticipated savings;
 - d) loss of business opportunity;
 - e) loss of goodwill;
 - f) loss of contracts;
 - g) loss of reputation;
 - h) loss of use;
 - i) loss of data;
 - j) indirect losses;
 - k) consequential losses;
 - l) special damages.
- 21.4 Subject to clauses 21.2 and 21.3, GUL's aggregate liability arising out of or in connection with this Agreement shall not exceed the total Fees paid by the Customer during the twelve (12) month period immediately preceding the event giving rise to the claim.
- 21.5 Multiple claims arising from the same event shall be treated as a single claim.
- 21.6 The limitations contained in this clause shall survive termination of this Agreement.

22. EXCLUSIONS OF LIABILITY



- 22.1 GUL shall not be liable for losses arising from:
- a) Customer misuse of the Services;
 - b) Customer configuration errors;
 - c) third-party software failures;
 - d) AWS outages;
 - e) internet outages;
 - f) telecommunications failures;
 - g) Customer Data inaccuracies;
 - h) unauthorised access resulting from Customer credential misuse;
 - i) decisions made by the Customer based upon information generated by the Services.
- 22.2 The Customer acknowledges that cloud-based services inherently involve operational risks and that no service can guarantee uninterrupted availability.
- 22.3 GUL shall have no liability for delays caused by dependencies outside its reasonable control.

23. FORCE MAJEURE

- 23.1 GUL shall not be liable for any delay or failure in performance resulting from circumstances beyond its reasonable control.
- 23.2 Such circumstances include:
- a) acts of God;
 - b) flood;
 - c) fire;
 - d) pandemic;
 - e) epidemic;
 - f) war;
 - g) terrorism;
 - h) civil unrest;
 - i) industrial disputes;
 - j) power failures;

- k) AWS service interruptions;
- l) internet outages;
- m) governmental action;
- n) failures of third-party suppliers.

23.3 During a Force Majeure Event, GUL's obligations shall be suspended for the duration of the event.

24. TERMINATION

24.1 Either party may terminate this Agreement upon not less than thirty (30) days written notice.

24.2 GUL may terminate immediately if:

- a) the Customer commits a material breach incapable of remedy;
- b) the Customer fails to remedy a material breach within fourteen (14) days of written notice;
- c) the Customer becomes insolvent;
- d) the Customer enters liquidation, administration or similar proceedings;
- e) continued provision of the Services would be unlawful.

24.3 The Customer may terminate immediately if GUL commits a material breach incapable of remedy.

24.4 Termination shall not affect accrued rights and obligations.

25. EFFECT OF TERMINATION

25.1 Upon termination:

- a) all access rights immediately cease;
- b) all licences granted under this Agreement terminate;
- c) outstanding Fees become immediately due and payable.

25.2 The Customer shall cease all use of the Services.

25.3 Any provisions intended to survive termination shall remain in force.

25.4 Termination shall not relieve either party from obligations arising before termination.

26. DATA RETURN AND DELETION

- 26.1 Following termination, the Customer may request export of Customer Data.
- 26.2 Subject to payment of all outstanding Fees, GUL shall make commercially reasonable efforts to provide access to Customer Data for a period of thirty (30) days following termination.
- 26.3 Following expiry of the retrieval period, GUL may permanently delete Customer Data.
- 26.4 GUL shall have no liability for Customer Data not retrieved within the retrieval period.
- 26.5 GUL may retain data where required by law, regulation, audit requirements or legitimate business record-keeping obligations.

27. CHANGES TO SERVICES AND AGREEMENT

- 27.1 GUL may modify the Services from time to time.
- 27.2 GUL may update this Agreement where reasonably required for:
 - a) legal compliance;
 - b) security requirements;
 - c) operational requirements;
 - d) service improvements.
- 27.3 Updated terms shall be published on the InsureAI website or customer portal.
- 27.4 Continued use of the Services following publication of updated terms shall constitute acceptance of the revised terms.
- 27.5 If the Customer does not accept material changes, the Customer may terminate the Subscription prior to the effective date of the change.

28. ASSIGNMENT AND SUBCONTRACTING

- 28.1 The Customer may not assign, transfer or novate this Agreement without GUL's prior written consent.
- 28.2 GUL may assign or transfer this Agreement to:
 - a) an affiliated company;
 - b) a successor business;
 - c) an acquirer of substantially all assets relating to the Services.
- 28.3 GUL may engage subcontractors, cloud providers, distributors and third-party service providers in connection with performance of the Services.
- 28.4 GUL shall remain responsible for the acts and omissions of its subcontractors.

29. ENTIRE AGREEMENT

- 29.1 This Agreement, together with the applicable Order Form, Support Schedule and Data Processing Addendum, constitutes the entire agreement between the parties.
- 29.2 The parties acknowledge that they have not relied upon any statement, representation or warranty not expressly set out in this Agreement.
- 29.3 No variation of this Agreement shall be effective unless made in accordance with clause 27 or agreed in writing by the parties.
- 29.4 If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in full force and effect.
- 29.5 Failure to exercise a right shall not constitute a waiver of that right.

30. GOVERNING LAW AND JURISDICTION

- 30.1 This Agreement and any dispute arising out of or in connection with it shall be governed by the laws of England and Wales.
- 30.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this Agreement.
- 30.3 The parties agree that English law shall apply regardless of the Customer's place of incorporation, residence or operation.

CLICK-WRAP ACCEPTANCE

BY CLICKING "I AGREE", SUBSCRIBING TO, ACCESSING OR USING THE SERVICES, THE CUSTOMER:

- a) confirms that it has read and understood this Agreement;
- b) confirms that it has authority to bind the Customer organisation;
- c) agrees to be legally bound by this Agreement;
- d) agrees to the applicable Order Form, Support Schedule and Data Processing Addendum;
- e) acknowledges that this Agreement forms a legally binding contract between the Customer and Global Unity Logic Limited.

END OF MASTER SUBSCRIPTION AGREEMENT