

Platform Service Terms *(formerly Standard Terms of Business)*

Version 1.8, January 2026

These terms combine with the Order Form (including any Special Terms), Data Processing Addendum and Service Level Addendum (together **this agreement**) to set out the basis on and subject to which StructureFlow agrees to provide, and Customer agrees to take and pay for, the Services.

1. The Services

- 1.1. Provision of Services: Customer hereby subscribes for, and StructureFlow agrees to provide, the Services in accordance with this agreement.
- 1.2. Authorized Affiliates: With respect to Authorized Affiliates, Customer acknowledges that: (a) unless stated otherwise, any usage limits specified in the Order Form apply to Customer and Authorized Affiliates in aggregate; (b) Customer is liable to pay the Fees even if StructureFlow agrees to invoice Authorized Affiliates directly; (c) Customer is responsible for Authorized Affiliates' acts or omissions; (d) without limiting Customer's right to claim Losses on behalf of any Authorized Affiliate, any Proceedings relating to Authorized Affiliates may only be actioned by Customer; and (e) the limitations on StructureFlow's liability set out in section 10 (Liability and insurance) apply to Customer and any Authorized Affiliates in aggregate.
- 1.3. Use of Platform Service: Customer shall use reasonable efforts to ensure that Authorized Users and Collaborators must comply with the Acceptable Use Policy. Customer is responsible for any breach of the Acceptable Use Policy by Authorized Users or Collaborators.
- 1.4. Restrictions on use of Platform Service: Customer shall not, and shall use reasonable efforts to ensure that Authorized Users must not: (a) share login credentials with anyone who is not an Authorized User; (b) use the Platform Service in a way that infringes the Intellectual Property Rights or other legal rights of another person; (c) use the Platform Service in a manner that interferes with the proper functioning of the Platform Service; (d) observe or document the functionality of the Platform Service with a view to developing a competing product or service; (e) attempt to modify, localize or create derivative versions of the Platform Service; (f) attempt to reverse engineer, decompile or derive the source code of any part of the Platform Service (except to the extent permitted by Applicable Law); or (g) sub-license, resell or otherwise permit access to or use of the Platform Service by a third party (other than to share a Project with a Collaborator).
- 1.5. Updates to Platform Service: Without limiting StructureFlow's obligations under the SLA, StructureFlow may update the Platform Service at any time on condition that such updates do not materially reduce the performance or functionality of the Platform Service.
- 1.6. System requirements: Customer is responsible for obtaining, configuring and maintaining the hardware, software and Internet connectivity necessary to access and use the Platform Service. Customer acknowledges that the performance and functionality of the Platform Service may be impaired if Customer has not configured its hardware and software to meet any minimum requirements notified to Customer by StructureFlow.

2. AI Features

- 2.1. Customer acknowledgments: Customer acknowledges that: (a) AI Outputs are probabilistic and may not be complete or accurate; (b) AI Outputs may resemble outputs generated for other customers where similar AI Inputs are used; (c) Authorized Users are responsible for determining whether AI Outputs are appropriate for their intended use; and (d) in providing the AI Features, StructureFlow does not provide legal, tax or any other form of professional advice.
- 2.2. Compliance with Code of Conduct: Customer shall use reasonable efforts to ensure that Authorized Users must comply with the Microsoft Enterprise AI Services Conduct of Conduct available at <https://learn.microsoft.com/en-us/legal/ai-code-of-conduct> when using the AI Features. If StructureFlow enables access to any models other than those facilitated by Microsoft, it shall give Customer prior written notice of any relevant codes of conduct.
- 2.3. Transparency of AI Features: Structureflow shall ensure that AI Features are clearly identified within the Platform Service and that the Documentation sufficiently explains how use of AI Features results in AI Outputs. Customer may request information on how the AI Features process AI Inputs, including model behaviour, limitations, and accuracy benchmarks.
- 2.4. Compliance updates: StructureFlow shall conduct regular internal and external audits to ensure its governance and security controls as they relate to the AI Features align with international standards. If changes to Applicable Law (including the EU Artificial Intelligence Act) or ISO 27001 requirements require modifications to the AI Features, StructureFlow shall notify Customer in a timely manner and update its compliance measures accordingly.
- 2.5. No training or other use: StructureFlow shall not use Customer Data to train or improve AI Features or any generative or base/foundation models without Customer's prior written consent. StructureFlow retains no rights to use AI Outputs except as necessary to provide the Platform Service.

3. Term

- 3.1. Initial Term: This agreement commences on the Effective Date and, unless terminated earlier in accordance with this agreement, continues for the Initial Term.
- 3.2. Renewal: This agreement will automatically renew for successive periods of 12 months (each a **Renewal Term**) unless either party gives written notice of non-renewal at least 60 days before expiry of the Initial Term or then-current Renewal Term. StructureFlow shall give Customer a reminder at least 90 days before any non-renewal deadline. If StructureFlow fails to provide any reminder, Customer may terminate without liability within 30 days of commencement of the Renewal Term.

4. Fees and payment

- 4.1. Fees: Customer shall pay the Fees in the amount and in the manner stated in the Order Form. Fees are exclusive of any sales, use, value-added, withholding or similar taxes or levies that may apply to the Fees, which are payable by Customer additionally.
- 4.2. Usage limits: If the Order Form identifies any usage limits, for example, any cap on the number of Authorized Users or Projects, and Customer exceeds such limits, StructureFlow will contact Customer. If Customer needs to increase any limits, a new Order Form will be provided, with acceptance of such Order Form superseding and terminating any existing Order Form.

- 4.3. Annual increases: The Fees will increase for each Renewal Term by an amount not exceeding 10% of the Fees in the Initial Term or immediately preceding Renewal Term (as applicable).
- 4.4. Payment: Each invoice is payable within 30 days from the invoice date (**Payment Due Date**). If Customer requires a purchase order number to be stated on invoices, such number must be notified to StructureFlow prior to the Payment Due Date.
- 4.5. Invoice disputes: If Customer considers any invoice to be incorrect (**Invoice Dispute**), it shall: (a) notify StructureFlow of the Invoice Dispute before the Payment Due Date, specifying the invoice number, disputed amount, and reason; and (b) pay any undisputed amount by the Payment Due Date. StructureFlow shall review the Invoice Dispute and respond to Customer within seven days.
- 4.6. Late payment of invoices: If any undisputed Fees are not paid by the Payment Due Date: (a) StructureFlow may charge interest on the overdue amount at 2% per annum from the Payment Due Date until payment in full (whether before or after judgment); and (b) Customer shall reimburse StructureFlow for any expenses (including legal fees) reasonably incurred in collecting such overdue amount, except where due to any invoicing inaccuracies by StructureFlow.
- 4.7. No deduction or set-off: All amounts due under this agreement are payable in full without set-off, counterclaim, deduction or withholding (other than as required by Applicable Law).

5. Confidentiality and legal privilege

- 5.1. Use of Confidential Information: Recipient shall only use Discloser's Confidential Information to exercise its rights and comply with its obligations under this agreement, applying the same level of care to the protection of Discloser's Confidential Information as it applies to its own (which, in Customer's case, will not be less than reasonable care and in StructureFlow's case, not less than required by its information security obligations under this agreement).
- 5.2. Disclosure of Confidential Information: Recipient shall not disclose or otherwise make available Discloser's Confidential Information except: (a) to those of its Personnel who need to know such Confidential Information and who are bound by written confidentiality obligations; (b) to those of its professional advisers who need to know such Confidential Information and who are protected by legal privilege or bound by professional obligations of secrecy; (c) with Discloser's prior written consent to the scope and contents of such disclosure and to the identity of the proposed recipient; or (d) as strictly necessary to comply with a Disclosure Request.
- 5.3. Procedure for Disclosure Requests: If Recipient receives a Disclosure Request requiring disclosure of Discloser's Confidential Information, Recipient shall: (a) promptly notify Discloser prior to disclosure, unless Recipient is prohibited from doing so by Applicable Law; (b) use reasonable efforts to redirect the Disclosure Request directly to Discloser; (c) comply with Discloser's reasonable requests to oppose disclosure of its Confidential Information; and (d) use reasonable efforts to object to, limit or modify, any Disclosure Request that Recipient reasonably determines to be disproportionate or incompatible with Applicable Law.
- 5.4. Legal privilege: StructureFlow acknowledges that certain of Customer's Confidential Information may be covered by legal privilege or statutory or bar association rules on confidentiality or professional secrecy and that disclosure of such Confidential Information to StructureFlow does not constitute a waiver of legal privilege or any other rights which Customer or its Affiliates may have in respect of such Confidential Information.

- 5.5. Remedies: Recipient acknowledges that use or disclosure of Discloser's Confidential Information in breach of this section 5 may cause substantial harm for which damages alone would not be an adequate remedy, and therefore Discloser will be entitled to seek appropriate equitable relief in addition to any other remedies it has under Applicable Law.

6. Data protection, information security and usage monitoring

- 6.1. Data protection: The parties shall perform and comply with their obligations under the DPA.
- 6.2. Information security: StructureFlow has and shall throughout the Term maintain accreditation to the ISO/IEC 27001:2022 information security management system standard. StructureFlow shall provide Customer with a copy of its accreditation certificate upon request. StructureFlow shall in any event ensure that it meets the minimum information security requirements set out in Part E (Minimum Information Security Standards) of the DPA.
- 6.3. Aggregated usage data: StructureFlow may monitor and use aggregated and anonymized data regarding access to and use of the Platform Service by Authorized Users and Collaborators (**Usage Data**) to: (a) detect errors or vulnerabilities; (b) understand usage patterns and value; (c) improve the Platform Service; and (d) ensure compliance with this agreement, in each case, on condition that it does not disclose Customer Confidential Information and that it complies with Data Protection Law regarding such monitoring and use.
- 6.4. Backups of Customer Data: Without limiting StructureFlow's obligations under section 6.2 (Information security) and the DPA, Customer acknowledges that StructureFlow does not provide a backup service for Customer Data not created using the Platform Service.

7. Intellectual property rights

- 7.1. Grant of rights by StructureFlow: StructureFlow grants Customer (and through Customer, any Authorized Affiliates and its and their respective Authorized Users and Collaborators), a non-exclusive non-transferable right to access and use the Platform Service and Documentation. Except as set out in this section 7.1, all Intellectual Property Rights in and to the Platform Service and Documentation belong to and will remain vested in StructureFlow.
- 7.2. Grant of license by Customer: Customer grants StructureFlow (and through StructureFlow, those of its Personnel to the extent necessary for StructureFlow to perform and comply with its obligations under this agreement), a non-exclusive non-transferable license to copy, create derivative works of, display, transmit and use the Customer Data for the provision of the Services in accordance with this agreement. Except as set out in this section 7.2, all Intellectual Property Rights and other rights in and to the Customer Data belong to and will remain vested in Customer.
- 7.3. Feedback: Any Intellectual Property Rights arising out of feedback provided by Customer, including suggestions for improvements, vest in StructureFlow which may use it without restriction or compensation.

8. Warranties

- 8.1. Mutual warranties: Each party warrants that: (a) it shall comply with Applicable Law in performing and complying with its obligations under this agreement; (b) it, and any person authorized by it to sign this agreement (including the Order Form) or any amendment to this agreement, holds the necessary capacity and authority to bind that party; (c) it shall use industry-standard measures to avoid introducing any viruses, malicious code or similarly harmful materials into the Platform Service; and (d) neither it nor any of its Affiliates are subject to any trade sanctions or similar restrictions imposed by any governmental or supranational authority that would make continued performance of this agreement unlawful or materially restricted.
- 8.2. StructureFlow warranties: StructureFlow warrants that: (a) it has the necessary rights and licenses to provide the Services; (b) to its knowledge neither the Platform Service nor the Documentation infringe the Intellectual Property Rights or other legal rights of any third party; (c) the Platform Service will perform substantially in accordance with the Documentation (**Platform Service Warranty**); and (d) it will perform the Support Service competently and with reasonable skill and care (**Support Service Warranty**).
- 8.3. Customer warranty: Customer warrants that to its knowledge the Customer Data does not infringe the Intellectual Property Rights or any other legal rights of any third party.
- 8.4. Warranty remedy: Without limiting the Customer's other rights under this agreement, StructureFlow shall use reasonable efforts to correct a verified breach of the Platform Service Warranty or Support Service Warranty on condition that such breach has been notified to it by Customer within 30 days of Customer becoming aware of the breach in writing describing the breach in reasonable detail. If StructureFlow fails to remedy the breach within 30 days after receipt of Customer's notice, Customer may terminate this agreement immediately and without liability on giving StructureFlow written notice. The procedure in this section 8.4 represents Customer's only remedy and StructureFlow's only liability for a breach of the Platform Service Warranty or Support Service Warranty.
- 8.5. Disclaimer: Except for the warranties set out in this section 8 and to the maximum extent permitted by Applicable Law, each party disclaims all warranties and representations, express or implied, including those relating to merchantability, fitness for a particular purpose, quality, accuracy, title and non-infringement.

9. Indemnities

- 9.1. Indemnity from StructureFlow: StructureFlow shall indemnify Customer, its Authorized Affiliates and their respective Personnel against any Losses arising out of any Proceeding brought by a third party alleging that the Platform Service or Documentation infringes that third party's Intellectual Property Rights or other legal rights, except to the extent arising from Customer: (a) combining any part of the Platform Service with other products or technology not supplied by StructureFlow; (b) modifying any part of the Platform Service otherwise than in accordance with its provided functionality; or (c) failing to perform or comply with any one or more of its obligations under this agreement.

- 9.2. Indemnity from Customer: Customer shall indemnify StructureFlow and its Personnel against any Losses arising out of any Proceeding brought by a third party: (a) arising from any breach of the Acceptable Use Policy; or (b) alleging that the Customer Data infringes that third party's Intellectual Property Rights or other legal rights, except to the extent caused by StructureFlow failing to perform or comply with any one or more of its obligations under this agreement.
- 9.3. Indemnification conditions: The right of a party to be indemnified (the **Indemnified Party**) by the other party (the **Indemnifying Party**) in respect of a claim under either of the indemnities in sections 9.1 and 9.2 (**Indemnity Claim**) is conditional upon the Indemnified Party: (a) promptly and in any event within 30 days of receipt of an Indemnity Claim notifying the Indemnifying Party of it; (b) giving the Indemnifying Party the right to assume control of the defense and settlement of the Indemnity Claim, retaining independent counsel reasonably acceptable to the Indemnified Party; and (c) providing reasonable co-operation and assistance to the Indemnifying Party in defense of the Indemnity Claim. The Indemnified Party may participate in the defense of an Indemnity Claim at its own expense or conduct the defense itself if the Indemnifying Party confirms that it does not wish to defend, or fails to assume defense of, the Indemnity Claim within 14 days' receipt of notice of the Indemnity Claim.
- 9.4. Settlement of Indemnity Claims: Where the Indemnifying Party assumes control of the defense and settlement of an Indemnity Claim, the Indemnifying Party may settle the Indemnity Claim without the Indemnified Party's consent only if settlement: (a) involves no admission of wrongdoing by the Indemnified Party; (b) has no effect on any other claims against the Indemnified Party; (c) provides only for monetary relief paid in full by the Indemnifying Party; and (d) includes a full release of the Indemnified Party in respect of such Indemnity Claim.

10. Liability and insurance

- 10.1. Losses that are not excluded or limited: Nothing in this agreement excludes or limits liability for any Losses: (a) arising from a party's fraud or fraudulent misrepresentation; (b) that cannot be excluded or limited by Applicable Law; or (c) that would not have arisen but for a party's reckless disregard for the consequences of any act or failure to act in performing or complying with any one or more of its obligations under this agreement (being gross negligence), or its intentionally causing those consequences (being wilful default).
- 10.2. Losses that are excluded: Subject to section 10.1, neither party will be liable for any Losses that could not reasonably have been foreseen by them at the time of entering into this agreement.
- 10.3. Liability caps: Subject to sections 10.1 and 10.2, the total aggregate liability of each party to the other party will be as follows:

Claim or event giving rise to Losses	Cap
Losses arising under section 9 (Indemnities)	GBP Sterling 3,000,000
Losses arising from a breach of sections 5 (Confidentiality and legal privilege), 6.1 (Data Protection, or 6.2 (Information security)	GBP Sterling 2,000,000
All other Losses arising under this agreement	100% of the Fees paid or payable in the 12-month period prior to the first incident giving rise to the claim for such Losses

- 10.4. Currency conversion: If a party incurs Losses in a currency other than GBP Sterling, the liability cap applies to the GBP Sterling equivalent of such Losses, calculated using the Reuters mid-market spot rate at the close of business on the date that a party receives notice of any claim for such Losses.
- 10.5. Insurance obligations: StructureFlow shall throughout the Term maintain with reputable insurers the following policies of insurance having a minimum A.M. Best (or equivalent) rating of 'A' (Excellent):

Policy scope	Minimum limit
Professional indemnity/breach of contract/errors and omissions	GBP 3,000,000
Intellectual property rights infringement	GBP 3,000,000
Cyber/network security and data protection/privacy breach	GBP 3,000,000
Data/security breach incident management	GBP 3,000,000
Public and product liability/workers' compensation	GBP 5,000,000
Employer's liability	GBP 10,000,000

- 10.6. Duty to mitigate Losses: Each party has a duty to mitigate any Losses arising out of this agreement and the provision or receipt and use of the Services, including under section 9 (Indemnities).

11. Suspension and termination

- 11.1. Suspension of the Services: StructureFlow may suspend Customer's access to the Services: (a) 14 days after giving Customer written notice of any overdue invoice which is undisputed and remains unpaid at the end of such period; (b) 14 days after giving Customer written notice of any actual or suspected breach by an Authorized User or Collaborator of the Acceptable Use Policy if Customer has failed to taken any action that has lawfully and reasonably been requested by StructureFlow; or (c) immediately if StructureFlow knows or reasonably believes that any breach by an Authorized User or Collaborator of the Acceptable Use Policy, or any malicious third party actor, may affect the confidentiality, integrity or availability of the Customer Data or the integrity, security or stability of the Platform Service (in each case, for Customer or StructureFlow's customers generally). Upon any event resulting in suspension being remedied, StructureFlow shall promptly restore access to the Services.
- 11.2. Termination by either party: Either party may terminate this agreement immediately without liability on giving the other party written notice if: (a) the other party commits a Material Breach which, if capable of remedy, has not been remedied within 30 days after written notice of such Material Breach being given to them requiring it to be remedied; (b) the other party becomes subject to any Proceeding relating to its insolvency, receivership, liquidation, assignment for the benefit of its creditors, or any analogous event (except in connection with that party's solvent reconstruction or amalgamation); (c) an Uncontrollable Event occurs in relation to the other party and such Uncontrollable Event results in that party being unable to perform or comply with any one or more of its obligations under this agreement for a continuous period of more than 30 days; or (d) the other party or any of its Affiliates become subject to any trade sanctions or similar restrictions imposed by any governmental or supranational authority that would make continued performance of this agreement unlawful or materially restricted.

- 11.3. Termination by StructureFlow: StructureFlow may terminate this agreement immediately without liability on giving Customer written notice if any invoice, which has not been disputed under section 4.5 (Invoice disputes), remains unpaid 30 days after Customer has been given written notice of such overdue invoice.
- 11.4. Consequences of termination: Upon expiry or termination of this agreement: (a) Customer's licence to access and use the Services and Documentation will cease immediately; (b) StructureFlow shall at Customer's option delete or return all Customer Data within 30 days of Customer's request and certify that it has done so in writing; (c) StructureFlow shall within 30 days of expiry or termination provide Customer with a pro rata refund of the Fees for any remainder of the Term if resulting from lawful termination of this agreement by Customer under sections 8.4 (Warranty remedy) or 11.2 (Termination by either party) or under the terms of the DPA or SLA; and (d) any liabilities, remedies or rights already accrued up to the date of expiry or termination will not be affected.
- 11.5. Survival of confidentiality obligations: Each party acknowledges that its obligations under section 5 (Confidentiality and legal privilege) will continue until the later of: (a) five years from the date of expiry or termination of this agreement; (b) the term of protection for such Intellectual Property Rights, to the extent any Confidential Information comprises Intellectual Property Rights; or (c) the period required under Applicable Law or any applicable statutory or bar association rules on confidentiality or professional secrecy, to the extent any Confidential information comprises information covered by legal privilege (which the parties acknowledge may be in perpetuity).

12. Dispute resolution

- 12.1. Dispute resolution procedure: Either party may serve written notice of a Dispute on the other party, setting out in reasonable detail the nature of the Dispute together with any relevant supporting documents (**Dispute Notice**). Upon service of a Dispute Notice the parties shall follow this process: (a) senior executives of the parties with sufficient authority to settle the Dispute shall attempt in good faith to resolve it (such negotiations to be conducted in strict confidence and on a without prejudice basis so that they may not be used in evidence or referred to by either party in court proceedings without the prior written consent of the other party); (b) if senior executives of the parties are unable to resolve the Dispute within 30 days of service of the Dispute Notice, the parties shall enter into mediation in good faith to settle the Dispute in accordance with the International Chamber of Commerce (**ICC**) Mediation Rules then in force (or any other rules agreed between the parties in writing); and (c) if the Dispute has not been settled pursuant to mediation within 60 days following the filing of a request for mediation (or within such other period as the parties may agree in writing), the Dispute will be finally determined and settled under the ICC Arbitration Rules (**ICC Rules**) then in force (or any other rules agreed between the parties in writing).
- 12.2. Conduct of arbitration: Unless otherwise agreed by the parties in writing, the parties agree that: (a) the seat of arbitration will be London, England, and the arbitration will be conducted in English; (b) the tribunal will consist of one neutral arbitrator, appointed in accordance with the ICC Rules, who will be a licensed and practising attorney; (c) hearings, including interim and final hearings, may be conducted remotely unless the tribunal determines that an in-person hearing is necessary for fairness; (d) the arbitrator may award any relief available at law or in equity except punitive or exemplary damages, unless required by Applicable Law; and (e) any arbitral award will be final and binding, and judgment may be entered in any court having jurisdiction.

- 12.3. Injunctive relief: Nothing in this section 12 will prevent a party from: (a) seeking injunctive relief in the case of any breach or threatened breach by the other party of any obligation of confidentiality or non-infringement of Intellectual Property Rights; (b) commencing any Proceeding where necessary to avoid loss of a claim that would otherwise be time-barred; or (c) commencing any Proceeding in the case of non-payment of any undisputed invoice.
- 12.4. No jury trial: Each party waives any right to a jury trial regarding any Dispute.

13. General

- 13.1. Amendments: No amendment to this agreement will be effective unless made in writing and signed by both parties, except for changes required by Applicable Law and communicated in writing.
- 13.2. Anti-bribery and anti-corruption: In performing and complying with their respective obligations under this agreement, each party shall comply with Applicable Law relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 and US Foreign Corrupt Practices Act 1977. Each party shall promptly notify the other party in writing of any request or demand for any undue financial or other advantage of any kind received by it in connection with this agreement. Any breach of this section will be deemed a Material Breach which is incapable of remedy.
- 13.3. Anti-slavery and human trafficking: In performing and complying with their respective obligations under these terms, each party shall comply with Applicable Law relating to anti-slavery and human trafficking, including the UK Modern Slavery Act 2015. Any breach of this section will be deemed a Material Breach which is incapable of remedy.
- 13.4. Assignment: Neither party may assign, transfer or deal in any other way with any of its rights and obligations under these terms without the prior written consent of the other party (such consent not to be unreasonably withheld, conditioned or delayed).
- 13.5. Entire agreement: This agreement constitutes the entire understanding between the parties regarding the subject matter of these terms.
- 13.6. Governing law and jurisdiction: This agreement and any Dispute will be governed by the laws set out in the Order Form, without reference to any conflict of law principles. Subject to section 12 (Dispute resolution), each party irrevocably agrees to submit to the exclusive jurisdiction of the courts set out in the Order Form.
- 13.7. Interpretation: In this agreement: (a) capitalized words or expressions not defined in these terms are defined in the Order Form; (b) headings and subheadings will not affect its interpretation; (c) any words following the terms **including, include, in particular, for example** or any similar expression will be interpreted as illustrative and not limit the sense of the words preceding those terms; (d) unless the context requires otherwise, reference to a **party** includes that party's Personnel; (e) reference to a **person** includes a natural person, incorporated or unincorporated body (whether having separate legal personality or not); (f) reference to legislation or any legislative provision is a reference to the same as amended, extended, or reenacted in the future and includes all legislation made under such legislation now or in the future; and (g) a reference to **writing** or **written** includes email, but not any other form of electronic communication.
- 13.8. Marketing: StructureFlow may use Customer's name and logo on its website and in its marketing and promotional materials on condition that: (a) it does not do so in such a manner as to suggest any endorsement of StructureFlow; and (b) it complies with any brand guidelines notified by Customer.

- 13.9. No waiver: No waiver of satisfaction of a condition or non-performance of an obligation under this agreement will be effective unless it is in writing and signed by the party granting the waiver.
- 13.10. Non-compliance caused by Uncontrollable Events: If a party becomes unable to perform or comply with any one or more of its obligations under this agreement because of an Uncontrollable Event (the **Affected Party**), that inability will not constitute a breach of this agreement and the Affected Party will not be liable for any Losses arising from such Uncontrollable Event on condition that: (a) the Affected Party's inability to perform or comply with its obligations is not due to a failure to take reasonable measures to prevent, protect itself against, or to develop and maintain a reasonable contingency plan to respond to, such Uncontrollable Event; (b) the Affected Party uses reasonable efforts to perform or comply with its obligations despite the Uncontrollable Event; and (c) the Affected Party promptly notifies the other party of the occurrence of the Uncontrollable Event, its effect on performance and how long the Uncontrollable Event is expected to last. Thereafter, the Affected Party shall keep the other party updated and use reasonable efforts to resume performance under this agreement.
- 13.11. Notices: Any consents, notices or requests under this agreement must be in writing and either be delivered personally, sent by certified or registered mail, or sent by email to the 'Address' or 'Notices Email' (as applicable) specified in the Order Form. A notice is deemed to have been received: (a) on signature of a delivery receipt or at the time the notice is left at the proper address (if delivered personally); (b) at 2pm three days after posting (if sent by certified or registered mail); or (c) at 9am the next working (in the place of receipt) after transmission (if sent by email). The provisions of this section 13.11 do not apply to the service of notice of any Proceedings or documents in any Proceedings.
- 13.12. Relationship between the parties: StructureFlow is an independent contractor and nothing in this agreement creates a partnership, joint venture or agency relationship between the parties or their respective Affiliates.
- 13.13. Severability: If any provision of this agreement is held unenforceable in whole or in part, the parties agree that such provision will be amended to the minimum extent necessary to make it enforceable or, if such amendment is not permitted by Applicable Law, by disregarding that provision only.
- 13.14. Third party rights: Except for a Recipient's obligations under section 5 (Confidentiality and legal privilege), which may be enforced by the Discloser or any of its Affiliates to which Confidential Information belongs, no person other than a party to this agreement has the right to enforce its terms.

Definitions Schedule

Acceptable Use Policy (AUP)	the policy governing use of the Platform Service by Authorized Users and Collaborators as made available within the Platform Service.
Affiliates	in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party where control means direct or indirect ownership or control of more than 50% of the economic or voting interests.
AI Features	the artificial intelligence or machine-learning features comprised in the Platform Service, where such features have been enabled for Customer.
AI Inputs	any files uploaded, or prompts inputted, into the AI Features by Authorized Users.
AI Outputs	any outputs created or edited, or text responses provided, using the AI Features based on AI Inputs.
Applicable Law	(a) any statute, statutory instrument, regulation, binding directive or binding judgment of a court or tribunal of competent jurisdiction, in each case having the force of law; and (b) any code of practice or guidelines issued by a regulator or supervisory authority relating to artificial intelligence, data protection or privacy.
Authorized Affiliates	those of Customer's Affiliates to which StructureFlow has agreed to extend provision of the Services, as specified in an Order Form.
Authorized Users	those of the Customer's Personnel that have been authorized by Customer to access and use the Platform Service.
Collaborators	any third parties with whom Authorized Users share access to a Project for collaboration purposes.
Confidential Information	information that Discloser discloses to Recipient that is either marked as confidential or would be considered confidential by a reasonable person given its nature or the circumstances of its disclosure, but excluding information that: (a) is already public when Discloser discloses it to Recipient; (b) becomes public after disclosure to Recipient other than because of a breach of Recipient's confidentiality obligations; (c) after Discloser discloses it to Recipient, is disclosed to Recipient by a person not then under an obligation to Discloser to keep that information confidential; or (d) is independently developed by or on behalf of Recipient without reference to Discloser's information.
Customer	the person identified in the Order Form together with any Authorized Affiliates.

Customer Data	(a) any data or information uploaded or inputted into the Platform Service by Authorized Users or StructureFlow's Personnel at Customer's direction (including AI Inputs); and (b) any data derived from the creation or editing of Projects by Authorized Users or Collaborators (including AI Outputs).
Customer Personal Data	any Personal Data comprised in the Customer Data.
Data Protection Law	as applicable: (a) all Applicable Law relating to the processing of personal data and privacy in the European Economic Area, including the General Data Protection Regulation (EU) 2016/679 (EU GDPR), the ePrivacy Directive 2002/58/EC, national laws implementing or supplementing the same and any binding guidance and decisions issued by EU supervisory authorities or the European Data Protection Board (EDPB); (b) all Applicable Law relating to the processing of personal data and privacy in the United Kingdom, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and any binding guidance or codes of practice issued by the UK Information Commissioner's Office (ICO); (c) all Applicable Law relating to the processing of personal data and privacy in Switzerland, including the Swiss Federal Act on Data Protection (FADP), the Swiss Ordinance to the Federal Act on Data Protection (OFADP) (together the Swiss FADP), and any binding guidance or requirements issued by the Swiss Federal Data Protection and Information Commissioner (FDPIC); and (d) all applicable federal and state laws in the United States governing the processing of personal data (or "personal information"), including the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA), the Colorado Privacy Act (CPA), the Connecticut Data Privacy Act (CTDPA), the Virginia Consumer Data Protection Act (VCDPA), the Utah Consumer Privacy Act (UCPA) (US Privacy Law).
Discloser	a party and those of its Affiliates and their respective Personnel which disclose Confidential Information to a Recipient.
Disclosure Request	a request for disclosure of Confidential Information made under Applicable Law.
Dispute	any dispute between the parties arising out of this agreement or the subject matter or formation of this agreement (including non-contractual disputes).
Documentation	the documentation provided or made available by StructureFlow to Customer relating to use of the Platform Service.

Data Processing Addendum (DPA)	the addendum to this agreement relating to the processing of Personal Data and information security available at structureflow.co/legal/dpa
Fees	the fees set out in the Order Form.
Initial Term	the initial term of this agreement as set out in the Order Form.
Intellectual Property Rights	all copyright and related rights, database rights, design rights, domain name rights, patent rights, trade mark and service mark rights, rights in trade secrets, moral rights and any other rights in the nature of intellectual property rights existing anywhere in the world whether existing now or in the future and whether registrable or not.
Losses	all damages, expenses, fines, liabilities, losses or penalties incurred by, awarded against or agreed to be paid by a party in settlement of any Proceeding.
Material Breach	a failure by a party to perform or comply with an obligation under this agreement that a reasonable person would consider so serious as to result in them wishing to terminate this agreement.
Order Form	an order form or similar document provided by StructureFlow to Customer that is executed by both parties and references this agreement.
Personal Data	has the meaning given to it in Data Protection Law (and includes any reference to personal information or PII under Data Protection Law).
Personnel	any individual employed or engaged by a party in whatever capacity.
Platform Service	the provision of access to and use of StructureFlow's platform via the Internet whether through a user interface within an Internet browser or programmatically via an application programming interface (API).
Proceeding	any judicial, administrative, regulatory or arbitration action, audit, suit, claim, investigation, or proceeding.
Project	a named project created within the Platform by an Authorized User which may comprise one or more diagrams.
Recipient	a party and those of its Affiliates and their respective Personnel which receive Confidential Information from a Discloser.
Renewal Term	has the meaning given in section 3.2 (Renewal).
Services	together the Platform Service and Support Service.
Service Levels	the terms on which StructureFlow will provide the Services.
Service Level Addendum (SLA)	the addendum to these terms defining the Service Levels available at structureflow.co/legal/sla

StructureFlow	the StructureFlow entity specified in the Order Form.
Support Service	the support and maintenance service to be provided by StructureFlow as further described in the SLA.
Term	the Initial Term together with each Renewal Term.
Uncontrollable Events	any event or circumstance, whether or not foreseeable, that was not caused by a party other than: (a) a general change in economic conditions; (b) a change to Applicable Law; or (c) an event or circumstance resulting in that party not having sufficient funds to comply with an obligation to pay money.