

COAGEN MASTER TERMS OF SERVICE

Last Updated: 8 October 2026

These Master Terms of Service (the **Terms**) govern access to and use of the hosted software platform, marketplace, workflow, analysis, review and related services supplied by Coagen Limited (together, the **Hosted Services**). They are designed to operate both as online terms accepted when an account is created or used and as the master terms incorporated into an Order Form.

Coagen Limited is a company incorporated in England and Wales with company number 16696401 and has its registered office at the address recorded for it on the Companies House register from time to time (**Coagen, we, us or our**).

By signing an Order Form, clicking to accept these Terms, creating an account or accessing or using the Hosted Services, the person doing so agrees to the User obligations in these Terms. If that person signs, accepts or registers a Workspace on behalf of an organisation and has authority to bind it, that organisation also agrees to these Terms as the Customer. If no organisation is identified as the Customer, that person is the Customer. An invitation sent to an individual, or the individual's stated affiliation with an organisation, does not by itself make that organisation a Customer or represent that it endorses Coagen.

The Hosted Services are offered only for business, professional, clinical-research, healthcare, scientific and academic use. They are not offered to consumers. Each User must be at least 18 years old and legally capable of entering into these Terms.

1. Definitions

In these Terms:

Account Data means contact, identity, authentication, billing, affiliation and account-administration data relating to a Customer or User, but does not include Project Data.

Affiliate means an entity that directly or indirectly controls, is controlled by or is under common control with a party, where control means ownership of more than 50% of the voting interests or the power to direct management.

Allocation means a quantity, entitlement, approval, limit or other permission recorded in the Hosted Services that authorises use of a Workflow for a Project.

Anonymised Data has the meaning given in Section 7.12.

Archive means to mark a Project as archived in the Hosted Services. A Project is also treated as archived on the date the Project Owner's Agreement ends.

Authorised User or **User** means an individual permitted to access the Hosted Services through an account, including an employee, contractor, investigator, site user, rater, reviewer, administrator or other representative.

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

Coagen Materials means the Hosted Services and all technology, materials and intellectual property supplied or created by or for Coagen, including its software, APIs, models, algorithms, prompts, methods, Actions, configuration formats and schemas, generic workflow structures, user interfaces, renderings, Documentation, templates, test frameworks, security controls, evaluations and know-how. Coagen Materials exclude Project Data and the literal Workflow Content supplied by a Workflow Provider.

Confidential Information has the meaning given in Section 11.

Contributing Workspace means a Workspace through which Project Data is collected, entered or generated for a Project and whose provenance is recorded in the Hosted Services.

Credit Balance means a Project's prepaid balance in the Hosted Services, in the currency shown there: the Credits added to it less the charges incurred in it.

Credits means amounts, purchased or granted, added to a Project's Credit Balance.

Customer means the person or organisation identified as the customer in an Order Form or account, or otherwise bound as described above. A Customer may act as Project Owner, Contributing Workspace, Workflow Provider, or more than one of those.

Customer Materials means materials supplied by or for a Customer other than Project Data and Workflow Content.

Data Protection Addendum or **DPA** means Coagen's standard terms for processing personal data on a Customer's behalf, published at coagen.ai/dpa, which form part of the Agreement for every Customer, or any data-processing terms that Coagen and a Customer sign instead, as updated in accordance with those terms.

Documentation means the user, technical and service documentation made available by Coagen for the Hosted Services, excluding marketing statements and informal communications.

Licensed Use has the meaning given in Section 6.9.

Listing Terms means the Workflow-specific conditions shown or referenced in the Marketplace or agreed in writing for a Workflow Licence, which may identify the Project, Workflow Version, purpose, language, territory, duration, permitted quantity, attribution, fee and other use restrictions.

Marketplace means the features of the Hosted Services through which Workflows may be listed, discovered, requested, approved, allocated, administered and used.

Order Form means an ordering document, statement of work, online order or other written agreement accepted by Coagen and a Customer that identifies services or commercial terms and incorporates these Terms.

Overage Limit means the amount by which a Project's Credit Balance may fall below zero, as set by Coagen and shown in the Hosted Services.

Output means a score, transcript, summary, flag, annotation, reviewer suggestion, analysis, report or other result generated in a Project from Project Data through the Hosted Services.

Practice Data means recordings, transcripts, scores, feedback and related records created when a User practises with a simulated patient or practice case in the Hosted Services. Practice Data contains no information about real patients or study participants.

Preview has the meaning given in Section 19.

Project means the data, access, activity and billing boundary created in the Hosted Services for a particular study, programme, evaluation or other activity. Each Project is controlled through one Project Owner Workspace and may include one or more other Workspaces and Users.

Project Data means all data and content uploaded to, collected in or generated for a Project, including recordings, transcripts, responses, ratings, reviewer suggestions, annotations, analyses, Outputs and project-specific operational records. Project Data excludes Account Data, Usage Data, Coagen Materials, Workflow Content, third-party materials and any pre-existing intellectual property merely embodied in an item of Project Data.

Project Owner means the Customer that controls the Project Owner Workspace and on whose behalf the Project is established. Coagen may be the Project Owner for a Project that it establishes for its own activities.

Project Owner Workspace means the Workspace recorded in the Hosted Services as owning or controlling a Project.

Record means the data for one participant, at one visit, for one Workflow in a Project.

Source Data means the subset of Project Data collected, entered or generated through a particular Contributing Workspace, including associated provenance needed to understand and retain that subset, but excluding data contributed exclusively through another Workspace.

Start Threshold means the minimum Credit Balance needed to start a recorded or AI-assisted session, as shown in the Hosted Services before it starts.

Usage Data means telemetry, event, performance, diagnostic, security and statistical data about operation and use of the Hosted Services. Usage Data does not include the content of Project Data or Workflow Content.

Workflow means a structured instrument, assessment, interview, questionnaire, scale, form, instruction set, review procedure, scoring procedure or other workflow made available or used through the Hosted Services.

Workflow Content means the literal wording, questions, instructions, response options, scoring rules, translations, media, content-specific metadata and content-specific structured representation supplied by or

for a Workflow Provider. Workflow Content excludes Coagen's generic structures, schemas, software, rendering logic, methods and other Coagen Materials.

Workflow Licence means the direct licence granted by a Workflow Provider to a Project Owner under Section 6 and any applicable Listing Terms.

Workflow Manager means a Workspace or person authorised by a Workflow Provider to configure, manage, approve or administer a Workflow through the Marketplace.

Workflow Provider means the person or organisation that owns, or is authorised to license, the rights in Workflow Content.

Workflow Version means an identified, immutable version of a Workflow recorded in the Hosted Services.

Workspace means an organisational and membership boundary in the Hosted Services through which Users, Workflows and Project participation may be administered. A Workspace is distinct from a Project and does not itself confer access to any Project.

2. Agreement Structure

2.1 Agreement documents. These Terms, each Order Form, any applicable Listing Terms and any signed schedule or addendum form the agreement between Coagen and the Customer (the **Agreement**). A Workflow Licence is a separate direct agreement between its Workflow Provider and Project Owner, administered through the Hosted Services as described in Section 6.

2.2 Order of precedence. If documents conflict, the following order applies: (a) an Order Form's expressly identified special terms; (b) a signed schedule or addendum for its subject matter; (c) these Terms; (d) the Documentation; and (e) any other online or referenced material. The DPA controls for its subject matter. Listing Terms control the scope of the relevant Workflow Licence but do not modify Coagen's rights or obligations unless Coagen expressly agrees in writing.

2.3 Version incorporated into an Order Form. Unless an Order Form states otherwise, the version of these Terms in effect on its effective date applies during that Order Form's committed term. An updated version applies on renewal. Coagen and the Customer may agree an earlier application in writing. A purchase of Credits through the Hosted Services is an Order Form made online. It has no committed term, so Section 2.4 applies to it, and its commercial terms are the amount and price shown when it is made.

2.4 Online updates. For use not subject to a committed Order Form, Coagen may update these Terms by giving at least 30 days' notice of a material change through the Hosted Services, Account Data contact details or both. A change required by law, security or third-party rights may take effect sooner where reasonably necessary. Coagen will ask each User to accept a new version before they continue to use the Hosted Services, and a User with authority to bind their Customer accepts it for that Customer. A materially adverse change will not apply retroactively.

2.5 User obligations. Each User is directly responsible for Sections 3.1–3.4, 4.4, 5, 6.10, 7.2, 8.6, 8.8, 10, 11 and any other provision expressed to apply to a User. The Customer is responsible for its Authorised Users' acts and omissions as if they were the Customer's own, except to the extent prohibited by law.

2.6 Order Forms and signed terms. A Customer that needs a committed term, invoicing, negotiated terms or a signed DPA may ask Coagen for an Order Form. The Hosted Services and Coagen's website explain how to request one.

3. Accounts, Workspaces and Projects

3.1 Accounts. The Customer and each User must provide accurate Account Data, keep it current, maintain secure credentials and multi-factor authentication where offered or required, and promptly notify Coagen of suspected compromise. Accounts and authentication credentials are personal to the named User and must not be shared, transferred or used by another person.

3.2 Authority and affiliations. A person accepting an Order Form or establishing a Workspace for an organisation represents that they have authority to bind that organisation. Every User must accurately state their identity and organisational affiliation and must not imply authority, sponsorship or endorsement that does not exist. A User

who buys Credits or accepts an online order for a Workspace or Project represents that they are authorised to make that purchase for the Customer.

3.3 Workspace administration. A Workspace administrator controls Workspace membership and roles and is responsible for admitting and removing Users appropriately. A User may belong to multiple Workspaces. Workspace membership alone does not provide access to a Project, Workflow or Project Data.

3.4 Project ownership and access. Each Project has one Project Owner Workspace. The Project Owner controls the Project, invitations, participating Workspaces, role configuration and permitted purposes. Project access must be granted separately to the relevant User through a participating Workspace. Access may be limited to assigned sessions, records, tasks or functions, and Users must not attempt to access anything outside that assignment.

3.5 Participating organisations. A Project Owner may invite other Workspaces and Users to contribute to a Project. The Project Owner is responsible for ensuring that those invitations, roles and instructions are lawful and consistent with the applicable protocol, approvals and agreements. Each participating Customer is responsible for its own Users and compliance. No invitation creates an agency, partnership, employment or joint venture relationship among Project participants or with Coagen.

3.6 Project charges and activity. Unless an Order Form says otherwise, the Project Owner is responsible for Hosted Services fees, usage and charges incurred in its Project, including activity by invited Workspaces and Users. Workflow licence fees are governed separately by Section 6.12.

3.7 API and integrations. Where Coagen enables APIs, keys or integrations, the Customer must protect credentials, use them only as documented and remains responsible for all activity through them. Coagen may apply reasonable rate, security and fair-use limits and may modify or deprecate interfaces on reasonable notice where practicable.

4. Right to Use the Hosted Services

4.1 Limited right. Subject to the Agreement and payment of applicable fees, Coagen grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable right during the applicable term to permit its Authorised Users to access and use the Hosted Services for the Customer's internal business, clinical-research, healthcare, scientific or academic purposes and the purposes of its authorised Projects. This right does not include any Workflow Content except under a Workflow Licence.

4.2 Documentation and support. The Customer may use the Documentation only to support its authorised use. Support, implementation, service levels, professional services and any dedicated environments are supplied only if stated in an Order Form.

4.3 Affiliates and contractors. An Affiliate or contractor may use the Hosted Services only through the Customer's account, for the Customer's benefit and under the Customer's responsibility, unless it enters its own Order Form. The Customer must ensure that contractors are bound by written duties of confidentiality and use at least as protective as the Agreement.

4.4 Reservation of rights. No right is granted except as expressly stated. Coagen and its licensors reserve all rights in the Coagen Materials. Access to the Hosted Services is licensed, not sold.

5. Acceptable Use and Protection of the Service

5.1 The Customer and each User must use the Hosted Services only lawfully, for authorised purposes and in accordance with the Documentation, Project permissions, Workflow Licences and reasonable security instructions.

5.2 The Customer and each User must not, and must not permit another person to:

- copy, modify, translate, adapt, frame, mirror, republish, distribute, sell, rent, sublicense or create derivative works from any Coagen Materials or Workflow Content, except as expressly permitted;
- reverse engineer, decompile, disassemble, discover or attempt to discover source code, object code, model weights, parameters, prompts, methods, non-public schemas or underlying structure of the Hosted Services;

- use the Hosted Services, Coagen Materials, Workflow Content, non-public Outputs or information about their operation to develop, train, evaluate, improve or provide a product, model, dataset or service that competes with or substitutes for any material part of the Hosted Services or the relevant Workflow;
- scrape, crawl, harvest, data-mine, bulk-download or use bots, automated agents or other automated means to access the Hosted Services, except through an API expressly supplied for that purpose;
- conduct or publish a benchmark, penetration test, performance test, model evaluation or security assessment of the Hosted Services without Coagen's prior written consent;
- bypass or interfere with access controls, role restrictions, Allocations, metering, rate limits, watermarks, security measures or usage records;
- introduce malicious code; disrupt, overload or damage the Hosted Services; probe for vulnerabilities; or gain unauthorised access to systems, accounts, Projects or data;
- remove or obscure proprietary, attribution, confidentiality, watermark or rights notices;
- use the Hosted Services in a way that infringes rights, breaches confidentiality, is deceptive or unlawful, or creates a material safety or security risk; or
- access the Hosted Services for the benefit of a third party other than an authorised Project participant or as expressly permitted in an Order Form.

5.3 No unauthorised capture or disclosure. Except through functionality expressly provided by Coagen, or with the prior written authority of the person whose rights are affected, a User must not screenshot, screen-record, photograph, record, print, download, export, extract, reproduce or disclose any part of the Hosted Services, Workflow Content, Confidential Information of Coagen or another participant's Project Data. A User must not submit any of those materials to an external generative-AI, machine-learning, automation or similar third-party service. This Section does not prevent an authorised person from using or retaining Project Data as permitted by Section 7, complying with law or maintaining an audit record expressly required by an applicable protocol, provided that supported means or a process approved in writing by Coagen is used.

5.4 Protective measures. Coagen may use access controls, watermarks, activity records and other safeguards to deter misuse. Those measures do not reduce any User's obligations or guarantee that copying will be prevented. Coagen may investigate suspected misuse and preserve relevant evidence in accordance with law.

6. Workflow Content and Marketplace

6.1 Separate rights. As between a Workflow Provider and Coagen, the Workflow Provider retains its rights in the Workflow Content. As between all Customers and Coagen, Coagen and its licensors retain all rights in the Coagen Materials. A Workflow's use of a generic Coagen schema, configuration, rendering, interaction pattern or tool does not transfer that Coagen Material to the Workflow Provider. Equally, Coagen claims no ownership of the Workflow Content merely because it is uploaded, structured, versioned, rendered or administered through the Hosted Services.

6.2 Authority to manage. A Customer that onboards, lists or manages a Workflow represents and warrants that it is the Workflow Provider or has authority from the Workflow Provider to do so, grant the rights in this Section, appoint any Workflow Manager and set or administer Listing Terms. A Workflow Manager acts for the Workflow Provider and does not acquire ownership merely by managing the Workflow.

6.3 Licence from Workflow Provider to Coagen. For each Workflow supplied, onboarded, listed or managed by or for a Customer, the Workflow Provider grants Coagen and its Affiliates a non-exclusive, worldwide, royalty-free licence, with the right to use service providers acting for Coagen, to:

- host, store, reproduce, back up, secure, version, parse, structure, validate, translate technically, transform technically, render, display, transmit, execute and otherwise process the Workflow Content as necessary to provide, support and administer the Hosted Services, Marketplace and Workflow Licences;
- evaluate, test, validate, monitor, safeguard, demonstrate, maintain, improve and develop the Hosted Services and related features, methods, models and systems;
- generate or have generated machine-generated test, simulation, validation, evaluation and demonstration records, datasets, responses, transcripts, annotations and other artefacts derived from or informed by the Workflow Content, and use those artefacts for the purposes in the preceding bullet; and

- display the Workflow Provider's name, Workflow title, attribution, availability and other listing metadata in or in connection with the Marketplace.

The licence in the first and fourth bullets continues while the relevant Workflow is made available and during any reasonable wind-down, archival, dispute, backup or legal-retention period. The rights in the second and third bullets apply during that period and Coagen may continue to retain and use artefacts, evaluation results, improvements and derived know-how created during it, provided that after the wind-down they do not reproduce or permit reconstruction of the literal Workflow Content except where retention is required by law or for a dispute. Coagen owns the machine-generated artefacts and all improvements and derived know-how, excluding the Workflow Content itself.

6.4 Workflow Content in recorded data. Workflow Content may appear in recordings, transcripts and other Project Data, in Practice Data and in Anonymised Data, for example where an item is read aloud. Despite the rest of this Section, the Workflow Provider grants Coagen and its Affiliates a perpetual, irrevocable, worldwide, royalty-free licence to keep and use Workflow Content as it appears in that data for the purposes in the second and third bullets of Section 6.3, including after the Workflow is withdrawn or a Workflow Licence ends. Coagen will not publish or distribute the literal Workflow Content from that data, or use it to create a substitute instrument.

6.5 No Workflow licence fee for Coagen's internal uses. Coagen's activities under Sections 6.3 and 6.4 for internal testing, quality, safety, security, evaluation, demonstration, maintenance, improvement or development are not use of the Workflow for an actual third-party study or service delivery, do not require a Workflow Licence, do not consume an Allocation and do not give rise to a royalty, licence fee or other payment to the Workflow Provider. Coagen must obtain the applicable Workflow Licence before using the Workflow Content to administer an actual third-party customer study, unless the Workflow Provider separately authorises that use.

6.6 Listings, visibility and access policies. A Workflow Provider or Workflow Manager may configure listing visibility and access policy through available controls. A designation such as public, discoverable, open, unlisted, private, request-required or similar describes Marketplace visibility or approval mechanics only. It does not dedicate Workflow Content to the public domain, transfer ownership, waive confidentiality or grant use outside a valid Workflow Licence.

6.7 Formation of direct Workflow Licence. When a Project Owner requests and receives approval or an Allocation for a Workflow, or activates or uses a Workflow made available on an open-access basis, a direct Workflow Licence is formed between the Workflow Provider and Project Owner. The Workflow Licence comprises this Section 6, the applicable Listing Terms and the recorded Workflow Version and Allocation. Coagen administers that licence through Marketplace controls but, unless an Order Form expressly says otherwise, is not the licensor, licensee, agent, broker or contracting party to it.

6.8 Standard Workflow Licence. Subject to the Listing Terms and any Allocation, the Workflow Provider grants the Project Owner a limited, non-exclusive, non-transferable and non-sublicensable licence during the stated or recorded licence period to permit authorised Project Users to access, administer and use the specified Workflow Version solely within the approved Project and for the approved internal clinical-research, healthcare, scientific or academic purpose. This licence permits the technical copies and displays necessarily made by the Hosted Services. It does not permit extraction, publication, adaptation, translation, migration to another system, independent distribution, resale, model training, creation of a substitute instrument or use in another Project unless the Listing Terms or Workflow Provider expressly permit it.

6.9 Licensed Use. The Listing Terms set which uses of a Workflow are offered, such as rater training, scoring or administration, and which of them count as Licensed Uses. Unless they say otherwise, one Licensed Use occurs for each Record when data is first captured with the Workflow for that Record, meaning a score entered by a User or by an AI interviewer, or a recording made for that Workflow, whichever comes first. Creating a visit, re-analysis, practice, sample Projects and Coagen's uses under Section 6.5 are not Licensed Uses. Allocations are consumed, and per-use fees under the Listing Terms accrue, per Licensed Use.

6.10 Project Owner obligations for Workflows. The Project Owner and each User must comply with the Workflow Licence, Listing Terms, attribution requirements and Allocations; preserve the Workflow's wording, logic and administration requirements; obtain any required ethics, regulatory, copyright, language, site or study approvals; and prevent access outside the approved Project. They must not screenshot, extract, re-publish, alter,

reverse engineer, sublicense, resell or circumvent controls for Workflow Content. The Project Owner is responsible for use by every invited Workspace and User in its Project.

6.11 Workflow Provider responsibilities. The Workflow Provider is responsible for the accuracy and completeness of the Workflow Content and listing metadata; the fidelity and authorisation of translations; its authority to license; its Listing Terms; and any scientific, clinical, validation, regulatory, ownership or performance claim it makes. Coagen's technical structuring, rendering or checks do not constitute clinical, scientific, legal or regulatory validation.

6.12 Fees between Workflow parties. Unless an Order Form expressly provides that Coagen will invoice, collect or remit a particular fee, any Workflow licence fee is agreed and settled directly between the Workflow Provider and Project Owner. Coagen's Hosted Services fees are separate. Marketplace records, Allocations and usage events may be used to administer or evidence the direct Workflow Licence but do not themselves determine tax, royalty or payment obligations not stated in the Listing Terms.

6.13 Withdrawal, suspension and takedown. A Workflow Provider may withdraw a Workflow from new requests subject to existing Workflow Licences and Listing Terms. Coagen may remove, restrict, suspend or disable a Workflow or Workflow Licence where reasonably necessary because of alleged infringement, disputed authority, safety, security, law, sanctions, non-payment, provider instruction or breach. Where lawful and practicable, Coagen will notify affected parties. Coagen is not liable for action reasonably taken under this Section.

6.14 Marketplace relationship. Workflow Providers and Project Owners are responsible for their direct Workflow Licences and dealings with one another. Coagen does not warrant a participant's identity, authority, creditworthiness, Workflow Content or performance and has no responsibility for disputes between them, although Coagen will make records of Licensed Uses available to both the Workflow Provider and the Project Owner and may facilitate communication between them. Coagen may enforce Sections 6.3, 6.4, 6.5, 6.10, 6.12 and 6.13 under the Contracts (Rights of Third Parties) Act 1999 as applicable to a Workflow Licence. Except as stated in Section 18.11, no other person has a right under that Act to enforce the Agreement.

6.15 Terms between Workflow Provider and Project Owner. As between the Workflow Provider and Project Owner under a Workflow Licence: (a) Sections 11, 13.1, 13.3, 13.4, 15.1, 15.2, 15.5, 17, 18.1, 18.2, 18.8, 18.9, 18.10, 18.11 and 18.12 apply with necessary changes, with references to the Agreement treated as references to the Workflow Licence and without creating an obligation for Coagen; (b) each party's aggregate liability is capped at the Workflow licence fees paid or payable for the affected Workflow in the 12 months before the first event giving rise to liability, or £1,000 if none, except for payment obligations, fraud, death or personal injury caused by negligence, liability that cannot be limited, deliberate infringement or misappropriation, the Workflow Provider's liability under Section 12.3 and the Project Owner's liability under the indemnity in clause (c); and (c) the Project Owner will defend, indemnify and hold harmless the Workflow Provider from third-party claims arising from the Project Owner's or its Users' breach of Sections 6.8 or 6.10 or unlawful use of the Workflow Content, subject to the procedure in Section 12.5. A formal notice between them may be sent by email to the address in the Listing Terms or relevant Account Data or, if that address is not available to the sender, to the other party care of Coagen at the email address in Section 18.3, clearly marked for forwarding. Coagen may forward the notice without verifying it and need not disclose Account Data except as permitted by law.

7. Project Data, Outputs and Data Rights

7.1 Project Owner ownership. As between Coagen, the Project Owner, Contributing Workspaces and Users, the Project Owner owns all right, title and interest in Project Data, to the extent those rights can be owned, regardless of which Workspace or User collected, entered, reviewed or generated it. This allocation does not transfer ownership of Coagen Materials, Workflow Content, third-party materials or pre-existing intellectual property merely because any of them is referenced or embodied in Project Data.

7.2 Assignment and fallback licence. Each Customer and User participating in a Project assigns to the Project Owner, on creation and by way of present assignment of present and future rights, all right, title and interest that it acquires in newly created Project Data. To the extent an assignment is ineffective or a right cannot be assigned, that Customer or User grants the Project Owner a perpetual, irrevocable, worldwide, royalty-free, transferable and sublicensable licence to possess, use, reproduce, adapt, analyse, disclose and otherwise exploit that Project Data for the Project, research, healthcare, scientific, regulatory, compliance, publication and other lawful purposes

determined by the Project Owner. To the extent permitted by law, each participating Customer and User waives, and agrees not to assert, moral rights in that Project Data. Each participating Customer must obtain equivalent rights and waivers from its personnel and contributors where necessary.

7.3 Contributing Workspace copy right. The Project Owner grants each Contributing Workspace a perpetual, non-exclusive, worldwide, royalty-free right to access, obtain, retain and use a copy of its Source Data for its lawful patient care, study conduct, source-record, audit, monitoring, quality, safety, regulatory, research, publication, defence and internal record-keeping purposes. This right is subject to applicable law, data-subject rights, confidentiality, the applicable protocol, ethics approvals, the Order Form and any written agreement between the Project Owner and that Contributing Workspace. It does not confer any right to another Workspace's data, Coagen Materials or Workflow Content. Coagen's retention of Project Data is governed by Section 7.10, and this right does not require Coagen to provide an export beyond Section 7.9.

7.4 Customer authority and responsibility. Each Customer represents and warrants that it has all rights, notices, permissions, legal bases, consents and approvals needed to provide its Customer Materials and Project Data, to grant the rights in the Agreement and to instruct Coagen to process them. The Project Owner is responsible for the Project's design, protocol, lawful purpose, participant and site arrangements, access decisions, retention instructions and use of Project Data and Outputs.

7.5 Licence to Coagen. The Project Owner and each contributing Customer grant Coagen and its subprocessors a non-exclusive, worldwide licence during the Agreement and any applicable retention period to host, copy, transmit, transform, analyse, display and otherwise process Customer Materials and Project Data only to provide, secure, support, maintain and administer the Hosted Services and Project; comply with documented instructions, the DPA and law; prevent or investigate misuse; and enforce the Agreement. This licence does not transfer ownership to Coagen. Coagen's further uses of Practice Data and Anonymised Data are governed by Sections 7.11 and 7.12.

7.6 Outputs and embedded rights. Outputs are Project Data and are subject to Section 7.1. Coagen assigns to the Project Owner any ownership right Coagen may acquire specifically in an Output, excluding Coagen Materials, Workflow Content, third-party materials and general skills, ideas, methods or know-how. The Project Owner receives a non-exclusive licence to any Coagen Materials necessarily embedded in an Output solely to use that Output for its authorised Project and lawful record-keeping purposes. No Output grants a right to extract or reuse underlying Coagen Materials or Workflow Content.

7.7 Usage Data and anonymous information. Coagen owns Usage Data. Coagen may create and use aggregated, statistical or de-identified information from operation of the Hosted Services for security, reliability, support, capacity planning, analytics, benchmarking and service improvement, including improvement of models and systems, provided that it does not identify and is not reasonably capable of identifying an individual, Customer, Project or Workflow Provider. Coagen will not attempt to re-identify that information. Coagen uses Practice Data, and Project Data other than in aggregated or statistical form, to develop its models only as Sections 7.11 and 7.12 provide.

7.8 Feedback. If a Customer or User gives feedback, suggestions or ideas about the Hosted Services, it grants Coagen a perpetual, irrevocable, worldwide, royalty-free right to use and exploit them without restriction or attribution. This does not transfer Project Data or Workflow Content.

7.9 Export. While a Project exists, and until its data is deleted under Section 7.10, each Workspace taking part in it may export the Project Data that it can access in the Hosted Services, and the Project Owner may export the Project's aggregate results, in the formats the Hosted Services support. Once the Project is archived, or earlier where a regulator or the law requires it, the Project Owner may also ask Coagen for a copy of the Project's data for its regulatory submissions or another lawful purpose, and Coagen will provide it in a reasonable format within 30 days. That copy holds the Project Data that the protocol, the participants' consent and applicable law allow the Project Owner to hold. The Project Owner instructs Coagen that the copy identifies participants and Users by identifier only and leaves out participants' names, contact details and invitation links, and notes, and that it includes recordings, transcripts and quotations from recordings only where the protocol and the participants' consent provide for the Project Owner to have them, the Project Owner confirms this to Coagen in writing, and each Workspace whose recordings would be included agrees in writing. The Project Owner further instructs Coagen that all other Project Data is returned to the Workspace that collected it, through that Workspace's export, and is

then deleted under Section 7.10. Customers remain responsible for keeping any records they are required to keep. Migration assistance and transition services are available only where an Order Form includes them.

7.10 Retention. Unless an Order Form sets a different period, Coagen keeps a Project's recordings, transcripts and results for as long as the Project exists and for 12 months after it is archived, and in any case for no more than 10 years after the Project was created. Coagen then deletes them and records the deletion in the Project's audit trail. A change of plan does not shorten this period for data already collected. The Project Owner may instruct Coagen to delete a Project's data earlier, unless the law requires Coagen to keep it. Deleted data may remain in backups until they are overwritten in the ordinary cycle, protected as described in Section 8.5. This Section does not apply to Practice Data, which Section 7.11 governs, or to Anonymised Data.

7.11 Practice Data. Practice Data belongs to the Project Owner under Section 7.1, and Coagen processes it to provide practice, feedback and qualification in the Project. In addition, unless an Order Form switches this use off for a Project, the Project Owner and each contributing Customer grant Coagen a perpetual, irrevocable, worldwide, royalty-free licence to keep and use Practice Data to evaluate, develop and improve the Hosted Services and Coagen's technology, including by training and evaluating machine-learning models. For that use: (a) Coagen removes names, contact details and account identifiers from the copies it uses, and removes the link between those copies and the individual 12 months after the Project is archived, or sooner if the individual asks; (b) a User may opt out at any time in the Hosted Services, after which Coagen will not include that User's Practice Data in any later training or evaluation, and models trained before then are not retrained or withdrawn; (c) Coagen will not use Practice Data to identify, evaluate or make decisions about an individual outside the Project, for speaker identification, or to create a model that reproduces an individual's voice; and (d) Coagen keeps Practice Data used under this Section for as long as it remains useful for that use, and reviews that need at least every two years. Users must not enter information about real patients or study participants in practice.

7.12 Anonymised Data. Unless an Order Form switches it off for a Project, the Project Owner instructs Coagen to create, from Project Data, data from which no individual can reasonably be identified, in accordance with the anonymisation standard that Coagen maintains and makes available to Customers on request (**Anonymised Data**). Coagen makes Anonymised Data only from text and structured data, never from audio or video recordings, and keeps it separately from Project Data with no means of linking it back. Coagen owns Anonymised Data and may keep and use it to evaluate, develop and improve the Hosted Services and Coagen's technology, including by training and evaluating machine-learning models. Coagen will not attempt to re-identify Anonymised Data, will not use it to identify a Customer, Project or site, and will not disclose it outside Coagen and its subprocessors. Apart from Anonymised Data and aggregated or statistical information under Section 7.7, Coagen will not use Project Data to develop, train or evaluate its models, including audio or video recordings and data that identifies an individual, unless an Order Form expressly provides for that use. Where it does, the Project Owner is responsible under Section 7.4 for the notices, consents and approvals that use needs, including telling the individuals concerned.

8. Privacy, Data Protection and Security

8.1 Privacy Notice. Coagen processes Account Data and other personal data for which it determines purposes as described in the then-current Coagen Privacy Notice made available with the Hosted Services. Each User acknowledges that the Privacy Notice is separate from these Terms and is not itself a contract unless applicable law provides otherwise.

8.2 Data-protection roles. Contractual ownership under Section 7 does not determine whether a party is a controller, joint controller, processor or service provider under data-protection law. Those roles depend on the facts and applicable law and, where Coagen processes personal data on a Customer's behalf, are addressed in the DPA. Unless the DPA or applicable circumstances state otherwise, the Project Owner determines the purposes and essential means of processing Project personal data and Coagen processes it on the Project Owner's documented instructions. Coagen processes personal data in Project Data and Practice Data as a processor for the Project Owner, except that it is the controller of Practice Data for its own use under Section 7.11, as described in the Privacy Notice. Coagen creates Anonymised Data under Section 7.12 as the Project Owner's processor.

8.3 Compliance. Each party must comply with applicable privacy and data-protection law for the processing it controls. The Customer is responsible for transparent notices, lawful bases, consent where required, data

minimisation, data-subject requests, retention and instructions given to Coagen. The Customer must not instruct Coagen to process personal data unlawfully.

8.4 Sensitive and regulated data. The Hosted Services may be configured for clinical or research data, but the Customer must submit health, biometric, genetic or other special-category or regulated data only where necessary for an authorised Project, supported by appropriate legal bases, safeguards and approvals, and permitted by the Order Form and DPA. No statement in the Hosted Services independently establishes regulatory compliance for a Customer's use.

8.5 Security. Coagen will maintain appropriate technical and organisational measures designed to protect Project Data in its possession or control against accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. Any specific security commitments, audit rights, incident obligations, hosting locations or standards apply only where stated in the DPA, Order Form or an incorporated security schedule.

8.6 Customer security duties. The Customer and each User must use security features made available, protect endpoints and credentials, restrict access to authorised persons, promptly remove access that is no longer required and notify Coagen without undue delay of suspected unauthorised access or security incidents affecting the Hosted Services.

8.7 Subprocessors and transfers. Coagen may use Affiliates and subprocessors to provide the Hosted Services. Applicable authorisations, information and international-transfer safeguards are set out in the DPA where required.

8.8 Recording. The Hosted Services record the audio of assessment sessions. The Project Owner is responsible, directly or through participating sites, for giving every notice and obtaining every consent and approval needed to record participants, study partners and Users, in line with the protocol and ethics approvals, and for recording only where those are in place. Coagen relies on this and on Section 7.4, does not check consent, and is not responsible for a recording made without the notices, consents or approvals it needed. Each User must record only people who have agreed to be recorded. For Practice Data, Coagen tells each User how practice recordings are used before their first practice.

9. Fees and Payment

9.1 Fees. The Customer must pay the fees and charges stated in an Order Form or shown in the Hosted Services when it buys Credits. Unless stated otherwise, fees are in the currency shown at purchase, exclusive of VAT and other taxes, non-cancellable and non-refundable except as expressly provided in the Agreement.

9.2 Usage. Fees may be based on subscription, Project, User, Workflow, Allocation, session, processing, storage, support, professional services, usage events or another measure stated in an Order Form. Records generated by the Hosted Services are the basis for calculating usage, absent manifest error. The Project Owner is responsible for usage by invited Workspaces and Users in its Project.

9.3 Invoices. Unless an Order Form states otherwise, invoices are due within 30 days of the invoice date. The Customer must raise a good-faith billing dispute before the due date and pay undisputed amounts on time. Purchase-order requirements do not modify the Agreement or delay payment.

9.4 Taxes. Fees exclude taxes, duties and levies. The Customer is responsible for them except taxes based on Coagen's net income. If withholding is legally required, the Customer must gross up the payment so Coagen receives the amount it would have received without withholding, unless prohibited by law, and provide evidence of payment to the relevant authority.

9.5 Late payment. Overdue undisputed amounts accrue interest at the lesser of 1% per month and the maximum lawful rate, from the due date until paid. Coagen may recover reasonable collection costs and suspend affected services after reasonable notice.

9.6 Changes at renewal. Coagen may change recurring fees or pricing metrics on at least 30 days' notice before renewal. Continued use in a renewal term constitutes acceptance of the renewal pricing unless the Customer gives timely notice of non-renewal.

9.7 Prepaid Credits and charges. Unless an Order Form says otherwise, a Project's use of the Hosted Services is paid from its Credit Balance. The Hosted Services show the price of each chargeable item before the paid work starts, including the price of a reviewed assessment and of a practice case for each Workflow, and the rates per

connected minute for calls in which nothing is recorded. A reviewed assessment is charged once for each Record, when its first review is ready, and includes the recording, transcription and review of that Record and any later re-analysis of it. A practice case is charged once for each Workflow practised in a practice session, when its review is ready, and includes the call with the simulated patient, its recording and its review. The price of each charge is fixed when it is incurred. Prices exclude VAT and other taxes, which are charged as the law requires (Section 9.4). Coagen may change prices on at least 30 days' notice; a change does not affect charges already incurred or Credits already bought. Credits do not expire. Credits that Coagen grants free of charge, including trial Credits, have no cash value and may be withdrawn if unused when the trial or account ends.

9.8 Starting work and overage. A recorded or AI-assisted session can start only if the Project's Credit Balance is at least the Start Threshold. Sessions already in progress always finish. Charges incurred while the Credit Balance is below zero are overage, up to the Overage Limit. The Project Owner must pay overage, and new Credits pay it off first. At the Overage Limit, automatic analysis pauses and new paid work cannot start; reading, saving, manual entry and locking still work. Coagen may also limit how many sessions with a simulated patient can run at once, in a Workspace or across the Hosted Services; a session that would exceed a limit does not start, and nothing is charged for it.

9.9 Refunds and work that is not charged. Charges are not refunded when a Record is unlocked, edited or deleted. Coagen does not charge for work that fails because of a fault in the Hosted Services, or for a Record completed without a review. Unused purchased Credits are non-refundable, except where Coagen ends the Customer's access without cause under Section 14.2 or the law requires a refund.

9.10 Credits running out and payment ending. Running out of Credits, or a paid arrangement ending, does not delete Project Data or give anyone broader access to it. Project Data stays readable by those with access to it and is kept as set out in Section 7.10. When a participating Workspace leaves a Project, it keeps only what its roles allowed and what the Project's settings say it retains.

10. Clinical, Research and Regulatory Responsibilities

10.1 Customer-controlled use. The Customer is solely responsible for its intended use of the Hosted Services, Workflows, Project Data and Outputs; Project and study design; protocols; investigator and reviewer qualifications; participant safety; human oversight; validation; and all clinical, scientific, ethical, regulatory and institutional decisions. Where a Project's qualification rules pause or reinstate a User automatically, the Project Owner sets those rules, tells its Users how they are applied and reviews a pause when a User asks, and Project administrators may pause or reinstate a User with a recorded reason.

10.2 Human review. Outputs may be generated or assisted by probabilistic or automated systems and may be incomplete, inconsistent or incorrect. Qualified personnel must independently review Outputs before relying on them for clinical, safety, eligibility, endpoint, regulatory, publication or other consequential decisions. The Hosted Services must not be used as the sole basis for diagnosis, treatment or a patient-safety decision unless an Order Form and Documentation expressly authorise that intended use.

10.3 No advice or implied status. Unless an Order Form and Documentation expressly state otherwise, the Hosted Services, Workflows and Outputs are not medical, clinical, scientific, regulatory or legal advice and are not represented by Coagen as a medical device or as compliant with any particular regulated-system, electronic-record, GxP, validation, audit-trail or electronic-signature requirement. A Customer must determine whether its use triggers such requirements and obtain all approvals, validations and controls.

10.4 Third-party Workflows. Coagen does not select a Workflow for a Customer, establish its scientific validity or clinical suitability, or warrant that it is accepted by any regulator, ethics committee, journal or other body. Technical availability, structuring, rendering, scoring or analysis by the Hosted Services is not an endorsement.

10.5 Emergency use. The Hosted Services are not an emergency communication or emergency medical service and must not be used where delay, interruption or error is reasonably likely to cause death, serious injury or material harm unless Coagen expressly agrees in an Order Form with appropriate service commitments.

11. Confidentiality

11.1 Definition. Confidential Information means non-public information disclosed by or for a party that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances. It includes Project Data, Workflow Content, Coagen Materials, security information, product plans, non-public features, methods, pricing, business information and the terms of non-public Order Forms. Project Data is the Project Owner's Confidential Information; Source Data retained under Section 7.3 remains subject to applicable confidentiality duties; Workflow Content is the Workflow Provider's Confidential Information; and Coagen Materials are Coagen's Confidential Information.

11.2 Exclusions. Confidential Information does not include information the recipient can demonstrate: (a) is lawfully public through no breach; (b) was lawfully known without restriction before disclosure; (c) is received lawfully and without restriction from a third party; or (d) is independently developed without use of the discloser's Confidential Information.

11.3 Duties. The recipient must use Confidential Information only to exercise rights and perform obligations under the Agreement; protect it with at least reasonable care and no less care than it uses for comparable information; and disclose it only to personnel, Affiliates, professional advisers, insurers, funders, auditors and service providers who need to know it and are bound by confidentiality duties at least as protective. The recipient is responsible for their breaches.

11.4 Compelled disclosure. The recipient may disclose Confidential Information to the extent required by law, court, regulator or stock-exchange rule, provided that, where lawful, it gives prompt notice and reasonable assistance to seek protective treatment. The recipient must disclose only what is legally required.

11.5 Injunctive relief. Unauthorised use or disclosure may cause irreparable harm for which damages are inadequate. The discloser may seek injunctive or equitable relief in addition to other remedies, without limiting Section 18.2.

11.6 Duration. These duties continue for five years after disclosure, except that duties for trade secrets continue while they remain trade secrets and duties for personal data and Project Data continue for as long as required by law, the DPA or an applicable Project agreement.

12. Intellectual Property Claims and Indemnities

12.1 Coagen IP indemnity. Coagen will defend the Customer against a third-party claim that the Customer's authorised use of the Hosted Services infringes that third party's patent, copyright or trade mark, or misappropriates its trade secret, and will pay damages and costs finally awarded or agreed in a settlement approved by Coagen. This does not apply to a claim arising from Customer Materials, Project Data, Workflow Content, a third-party service, combination with items not supplied by Coagen, modification not made by Coagen, use outside the Agreement, continued use after notice to stop or a Preview.

12.2 IP remedies. If such a claim is made or likely, Coagen may procure continued use, modify or replace the affected service, or terminate the affected service and refund prepaid fees for the unused remainder of its committed term. Sections 12.1 and 12.2 state the Customer's exclusive remedy for third-party IP claims concerning the Hosted Services.

12.3 Workflow Provider indemnity. A Workflow Provider will defend, indemnify and hold harmless Coagen, its Affiliates and affected Project Owners from third-party claims, regulatory demands, losses, damages, costs and reasonable legal fees arising from: (a) Workflow Content or its use infringing or misappropriating rights; (b) lack of authority to list, license, manage, translate or grant rights in a Workflow; or (c) a scientific, clinical, validation, regulatory, ownership or performance claim made by or for the Workflow Provider.

12.4 Customer and Project Owner indemnity. The Customer will defend, indemnify and hold harmless Coagen and its Affiliates from third-party claims, regulatory demands, losses, damages, costs and reasonable legal fees arising from: (a) Customer Materials or Project Data; (b) the Customer's or its User's unlawful or unauthorised use; (c) breach of a Workflow Licence or Sections 5, 7.4, 8.3, 8.4, 8.8 or 10; (d) Project design, protocol, recruitment, consent, recording, clinical or research activity, instructions, decisions or publication; or (e) a dispute with a

participant, site, Contributing Workspace, Workflow Provider or other Project party, except to the extent caused by Coagen's breach of the Agreement.

12.5 Procedure. An indemnified party must give prompt notice, reasonable cooperation at the indemnifying party's expense and control of the defence and settlement. Delay in notice relieves the indemnifying party only to the extent materially prejudiced. No settlement may admit fault by, impose a non-monetary obligation on, or fail to fully release an indemnified party without its prior written consent, not to be unreasonably withheld.

13. Warranties and Disclaimers

13.1 Mutual authority. Coagen and each Customer warrant that they have authority to enter into the Agreement. Each User warrants that they have authority to accept their direct obligations.

13.2 Service warranty. During a paid committed term, Coagen warrants that the Hosted Services will perform materially in accordance with the applicable Documentation when used as authorised. The Customer must notify Coagen of a material breach within 30 days after discovery. Coagen's obligation and the Customer's exclusive remedy are to use commercially reasonable efforts to correct or re-perform the affected service or, if Coagen cannot do so within a reasonable time, permit termination of the affected service and refund prepaid fees for its unused remainder.

13.3 Customer warranties. The Customer warrants that it and its Users will comply with the Agreement, law, Workflow Licences and third-party rights and that the information and materials it supplies will not be unlawful, misleading, infringing or malicious.

13.4 Disclaimer. Except as expressly stated and to the fullest extent permitted by law, the Hosted Services, Marketplace, Workflows, Outputs, Documentation and Coagen Materials are provided "as is" and "as available". Coagen disclaims all implied, statutory and other warranties, conditions and terms, including satisfactory quality, merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, uninterrupted availability, error-free operation and results. Coagen does not warrant third-party services, Workflow Content, Project participants, internet connectivity or that data loss can always be prevented or recovered.

14. Term, Suspension and Termination

14.1 Term. These Terms begin for a User when first accepted or used and for a Customer on the earliest of acceptance, account creation, Order Form effective date or use, and continue until all accounts and Order Forms have ended. Each Order Form continues for its stated term and renews only as stated there.

14.2 No convenience cancellation of commitments. Ending an account or these Terms does not cancel a committed Order Form or payment obligation. Neither party may terminate a committed Order Form for convenience unless it expressly permits this. Coagen may terminate a free, trial or no-Order-Form account at any time with immediate effect on notice. Where Coagen ends, without cause, an account that holds purchased Credits, it will refund the unused purchased Credits.

14.3 Suspension. Coagen may immediately limit or suspend access where reasonably necessary to address a security or safety risk, suspected unlawful use, breach, non-payment, sanctions issue, excessive or abusive use, third-party Workflow claim, provider instruction, threat to the Hosted Services or legal requirement. Where lawful and practicable, Coagen will give notice and limit the suspension to the affected account, feature, Workflow or Project. Suspension does not relieve payment obligations.

14.4 Termination for cause. Either Coagen or the Customer may terminate the Agreement or affected Order Form for a material breach that is not cured within 30 days after a valid legal notice. A party may terminate immediately if the other becomes insolvent, enters administration or liquidation other than for a solvent restructuring, ceases business or cannot lawfully perform.

14.5 Effect. On termination or expiry, the affected access and licences end, except for rights expressly surviving and any direct Workflow Licence that continues under its terms. The Customer must stop use and pay accrued amounts. Termination of one Workspace, Project, Workflow Licence or Order Form does not necessarily terminate another.

14.6 Data at end of service. Before expiry or termination, the Project Owner and participating Customers must use available capabilities to obtain records they are entitled and required to keep. If the Project Owner sends a legal notice requesting return within 30 days after termination, Coagen will, where technically supported and legally permitted, provide reasonable assistance to return Project Data in a then-supported format, subject to any agreed fees and in accordance with the Project Owner's instructions in Section 7.9. Each Workspace may export data, and the Project Owner may obtain a copy, under Section 7.9 until the data is deleted. Coagen deletes Project Data as set out in Section 7.10, with the end of the Agreement treated as the Project's archive date. Backups may remain until overwritten in the ordinary course and remain protected. This does not override a Contributing Workspace's rights in a copy already lawfully obtained.

14.7 Survival. Sections 4.4, 5, 6.1–6.5, 6.9–6.15, 7, 9 to the extent of accrued amounts, 10–13, 14.5–14.7 and 15–19 survive to the extent their nature requires.

15. Limitation of Liability

15.1 Unlimited liabilities. Nothing in the Agreement excludes or limits liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, or any liability that cannot lawfully be excluded or limited. The limitations do not reduce the Customer's payment obligations or a party's liability for deliberate infringement or misappropriation of the other party's intellectual property.

15.2 Excluded loss. Subject to Section 15.1, neither party is liable for indirect, incidental, special, exemplary, punitive or consequential loss, or for loss of profit, revenue, business, opportunity, anticipated savings or goodwill, arising from the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, even if foreseeable. Coagen is not liable for loss or corruption of data to the extent it could have been avoided by the Customer following the Agreement or maintaining a copy it was required or reasonably able to maintain.

15.3 General cap. Subject to Sections 15.1, 15.4 and 19, each party's total aggregate liability arising out of or in connection with the Agreement will not exceed the fees paid or payable to Coagen under the affected Order Form in the 12 months immediately before the first event giving rise to liability. If no fee was paid or payable, the cap is £1,000.

15.4 Enhanced cap. Each party's aggregate liability for breach of Section 11, and Coagen's aggregate liability for breach of Section 8.5 or the DPA, will not exceed two times the amount determined under Section 15.3. The cap does not apply to a Workflow Provider's liability under Section 12.3, a Customer's liability under Section 12.4, or a Customer's or User's breach of Sections 5.2, 5.3, 6.10 or 7.2.

15.5 Allocation. The exclusions and caps apply collectively to all claims, causes of action and Order Forms affected by the same or related events, and will not be enlarged by multiple claims or claimants. The parties agree that the fees reflect this allocation of risk.

16. Publicity and Attribution

16.1 Customers. Unless an Order Form expressly states otherwise, Coagen may identify a Customer by name and logo as a customer or user of the Hosted Services in customer lists and on Coagen's website and in sales, investor and corporate materials, subject to any brand guidelines supplied to Coagen. Coagen will not state that the Customer endorses Coagen.

16.2 User affiliations. Coagen may truthfully state that Users affiliated with a named organisation use the Hosted Services and may identify that organisation by name in the materials described in Section 16.1, even where the organisation is not itself the Customer. Any such statement must be phrased as a factual affiliation and must not imply that the organisation contracted with, approved or endorsed Coagen. Coagen will not use that organisation's logo under this Section without appropriate permission.

16.3 Additional publicity. A dedicated press release, case study, testimonial, quotation or use of an individual's name or image requires prior consent. Coagen may identify and attribute Workflow Providers and Workflows within the Marketplace and related catalogues as reasonably necessary to administer rights and prevent misattribution.

17. Compliance

17.1 Each party must comply with laws applicable to its performance. The Customer is responsible for laws applicable to its Projects, Users, content, healthcare or research activities and use of Outputs.

17.2 The Customer must comply with applicable export-control, trade-control and sanctions laws and must not permit access by a prohibited person or from a comprehensively sanctioned territory. It represents that it is not a prohibited party and will promptly notify Coagen if that changes.

17.3 Neither party will offer, give, request or accept a bribe or improper advantage in connection with the Agreement. The Customer must not use the Hosted Services for unlawful discrimination, deception, surveillance or harm.

18. General

18.1 **Governing law.** The Agreement, each non-contractual obligation arising from it, and the arbitration agreement in Section 18.2 are governed by the laws of England and Wales.

18.2 **LCIA arbitration.** Any dispute arising out of or in connection with the Agreement, including any question regarding its existence, validity or termination and any non-contractual dispute or claim, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed incorporated by reference into this Section. The tribunal shall consist of one arbitrator. The seat, or legal place, of arbitration shall be London, England. The language of the arbitration shall be English. The law governing the arbitration agreement shall be the law of England and Wales. Either party may seek urgent interim, injunctive or conservatory relief from a court of competent jurisdiction before the tribunal is constituted, or where the tribunal cannot grant effective relief, and may apply to a competent court to enforce an award. The arbitration and materials created for it must be kept confidential except as required to pursue or defend the dispute, enforce an award, comply with law or obtain professional advice.

18.3 **Legal notices by email.** A notice of breach, termination for cause, indemnity claim, dispute or other formal legal notice under the Agreement must be in writing and sent by email. Notices to Coagen must be sent to hi@coagen.ai with "Legal notice" in the subject line. Notices to the Customer must be sent to the notice email address in its Order Form or, if none, to the email address of its account owner in Account Data. The Customer must notify Coagen of a change to its notice email address in the same manner. A notice is deemed received when sent, unless the sender receives a message that it was not delivered, except that a notice sent after 5:00 p.m. or on a day that is not a Business Day is deemed received at 9:00 a.m. on the next Business Day. This Section does not govern service of arbitration documents under the LCIA Rules or court documents.

18.4 **Operational communications.** Coagen may send account, security, service, billing, update and other operational communications by email, in-product notification or other electronic means using Account Data. Those communications do not constitute a formal legal notice under Section 18.3 unless the Agreement expressly says otherwise.

18.5 **Assignment.** The Customer may not assign, transfer, charge or otherwise deal with the Agreement without Coagen's prior written consent. Coagen may assign the Agreement to an Affiliate or in connection with a reorganisation, financing, merger, acquisition or sale of all or substantially all of the relevant business or assets. Any permitted assignee must assume the relevant obligations. An invalid assignment is void.

18.6 **Subcontracting.** Coagen may use Affiliates and subcontractors to perform the Hosted Services and remains responsible for their performance to the same extent as for its own, subject to the Agreement. Data-processing subcontractors are governed by the DPA.

18.7 **Force majeure.** Neither party is liable for delay or failure caused by events beyond its reasonable control, except payment obligations. The affected party must use reasonable efforts to mitigate and resume performance. If a material force-majeure event continues for more than 60 days, either party may terminate the affected unperformed service on written notice, without refund of fees already earned.

18.8 **Entire agreement and non-reliance.** The Agreement is the entire agreement regarding its subject matter and supersedes prior proposals, discussions and agreements. Each party acknowledges that it has not relied on a statement not set out in the Agreement, but nothing limits liability for fraud or fraudulent misrepresentation.

18.9 Severability and waiver. If a provision is unlawful or unenforceable, it will be modified to the minimum extent necessary or, if that is not possible, deleted, without affecting the rest. A waiver must be in writing, applies only to the stated instance and is not a continuing waiver. Delay in exercising a right is not a waiver.

18.10 No partnership or agency. Except for a Workflow Manager's express authority from a Workflow Provider, the Agreement creates no partnership, joint venture, fiduciary, employment, agency or exclusive relationship. Neither party may bind the other.

18.11 Third-party rights. Except for Coagen's rights under Section 6.14 and indemnified persons' rights under Section 12, no person other than the parties may enforce the Agreement under the Contracts (Rights of Third Parties) Act 1999. The parties may vary or terminate the Agreement without another person's consent.

18.12 Interpretation. Headings do not affect interpretation. "Including" means "including without limitation". The singular includes the plural and vice versa. A reference to writing includes email. The words "or" and "other" are not limiting. A statutory reference includes amendments and replacements. If a period ends on a non-Business Day, it ends on the next Business Day.

19. Preview Features

19.1 Coagen may offer a feature identified as preview, beta, experimental, early access, labs, pilot or similar (a **Preview**). A Preview is for evaluation, may be incomplete, may change or end at any time, may be subject to additional terms and is not recommended for production, patient-safety or regulated use unless an Order Form expressly says otherwise.

19.2 A Preview is provided "as is" without service levels, availability, support, compatibility, accuracy, roadmap or performance commitments and without the indemnity in Section 12.1. Coagen may use information about operation and use of a Preview to evaluate and improve it in accordance with Sections 7 and 8. Security and data-protection obligations that expressly apply to data submitted to a Preview are not disclaimed.

19.3 Subject to Section 15.1, Coagen's total aggregate liability arising from all Previews is £1,000, whether in contract, tort (including negligence), breach of statutory duty or otherwise.