



MotionHub Limited

Standard terms of business

Version date: October 2025

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SCHEDULE

BACKGROUND

- (A) The Supplier is MotionHub Limited, incorporated and registered in England and Wales with company number 16313090 and having its registered address at Amelia House, Crescent Road, Worthing England BN11 1RL.
- (B) You, being for these purposes the Customer, wish to contract for the services provided by the Supplier.
- (C) The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of storing and processing media footage and documentation, and managing media productions, as more particularly described on the Supplier's website.
- (D) The Customer wishes to use the Supplier's service in its business operations.
- (E) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement. By clicking below to indicate your agreement, having read the Supplier's terms of business, you affirm that you are authorised to enter into a binding contract on behalf of the Customer.

Agreed terms

1. Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation.

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

Change of Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be interpreted accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 11.1 or information to which a reasonable expectation of confidentiality attaches at common law.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Documentation: the document made available to the Customer by the Supplier online via www.motionhub.ai or such other web address notified by the Supplier to the Customer from time to time which sets out a description of the Services and the user instructions for the Services, and further limitations and terms upon which the Services are provided by the Supplier.

Effective Date: the date of this agreement.

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User (but not the Supplier) relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Initial Subscription Term: the initial term of an annual subscription under this agreement, being a period of 12 (TWELVE) months running from the Effective Date and after any free trial period offered to a Customer by the Customer at the Customer's discretion has expired.

Mandatory Policies: the Supplier's business policies as which are available on its website at www.motionhub.ai as may be amended by the Supplier from time-to-time.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Renewal Period: the period described in clause 14.1.

Services: the subscription services provided by the Supplier to the Customer under the trading style 'MotionHub' and under this agreement (from among the range of such Services which the Supplier can provide) via www.motionhub.ai or any other website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation.

Software: the online software applications provided by the Supplier as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to the Supplier for the User Subscriptions, as published from time to time unilaterally by the Supplier at <https://motionhub.ai/pricing>.

Subscription Term: has the meaning given in clause 14.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Support Services Policy: the Supplier's policy for providing support in relation to the Services as made available at www.motionhub.ai or such other website address as may be notified to the Customer from time to time.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 9.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular includes the plural and in the plural includes the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.

- 1.8 A reference to a statute or statutory provision includes all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.9 A reference to **writing** or **written** excludes fax but includes email .
- 1.10 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. User subscriptions

- 2.1 Subject to the Customer purchasing the User Subscriptions in accordance with clause 3.3 and clause 9.1, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.2 In relation to the Authorised Users, the Customer undertakes that:
- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - (c) each Authorised User shall keep a secure password for their use of the Services and Documentation, and use the two-factor authentication provided by the Supplier, and that each Authorised User shall keep their password confidential;
 - (d) DELIBERATELY BLANK
 - (e) it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;

- (f) if any of the audits referred to in clause 2.2(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
- (g) if any of the audits referred to in clause 2.2(e) reveal that the Customer has underpaid Subscription Fees to the Supplier, then without prejudice to the Supplier's other rights, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out at <https://motionhub.ai/pricing> within 10 (TEN) Business Days of the date of the relevant audit.

2.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to (i) view any material which may offend clause 2.3, (ii) disable the Customer's access to any material that breaches the provisions of this clause, and (iii) to delete such material without notice to the Customer.

2.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or

- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services and/or Documentation to provide services to third parties; or
- (d) subject to clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 2; or
- (f) introduce or permit the introduction of, any Virus or Vulnerability into the Services or the Supplier's network and information systems.

2.5 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.

2.6 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Additional user subscriptions

3.1 Subject to clause 3.2 and clause 3.3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number for which the Customer has already contracted and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this agreement.

3.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where the Supplier approves the request, the Supplier shall normally activate the additional User Subscriptions within 1 (ONE) Business Day of its approval of the Customer's request.

3.3 If the Supplier approves the Customer's request to purchase additional User Subscriptions, the Customer shall immediately authorise the Supplier to take payment from an acceptable credit card in accordance with clause 9 for the appropriate subscription term. Alternatively, at the Supplier's sole discretion, within 30 (THIRTY) days of the date of the Supplier's invoice, the Customer will pay to

the Supplier the relevant fees for such additional User Subscriptions as set out at <https://motionhub.ai/pricing>. If such additional User Subscriptions are purchased by the Customer part way through the Initial Subscription Term or any Renewal Period (in relation to an annual subscription) or mid-way through a subscription month (in the case of a monthly subscription), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Initial Subscription Term or then current Renewal Period or monthly subscription (as applicable).

4. Services

- 4.1 The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 4.2 The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 - (a) planned maintenance carried out during the maintenance window (which is presently 10.00 pm to 2.00 am UK time but which the Supplier may change at will); and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 (SIX) Normal Business Hours' notice in advance.
- 4.3 The Supplier will, as part of the Services and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Services are provided. The Supplier may amend the Support Services Policy in its sole and absolute discretion and without notice from time to time. The Customer may purchase enhanced support services separately at the Supplier's then current rates.
- 4.4 The Services are subject to the Customer's continuing compliance with the Supplier's fair usage policy as this stands from time-to-time. This policy is available at www.motionhub.ai.
- 4.5 The Supplier reserves the right to review and approve any material uploaded to the Supplier's systems to ensure compliance with clause 2.3 before this is made discoverable by third parties.
- 4.6 The Supplier seeks continually to improve the Services and to ensure that all information on the Site (include its policies, fees and charges) ("Content") is up to date. Accordingly, the Supplier reserves the right, at its sole discretion, to make

changes to any part of the Services or the Content at any time and without prior notice to the Customer.

- 4.7 The Supplier reserves the right to modify, withdraw, suspend or restrict the availability of the Services or any part of them.
- 4.8 The services include the facility for the Customer to upload to MotionHub footage which the Customer desires to make available to other users of MotionHub under license on consideration of a royalty. The standard terms on which a licence would be granted for the Customer's footage, the royalty charged and the amount retained by MotionHub as a charge for making this market are all displayed on MotionHub's website.

5. Data protection

- 5.1 The Schedule to this agreement concerns data protection.

6. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. Supplier's obligations

- 7.1 The Supplier shall perform the Services substantially in accordance with the Documentation and with reasonable skill and care.
- 7.2 The Supplier's obligations at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the terms of clause 7.1, Supplier will, at its expense, use reasonable commercial endeavours to correct any such non-conformance

promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1.

7.3 The Supplier:

(a) does not warrant that:

- (i) the Customer's use of the Services will be uninterrupted or error-free; or
 - (ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - (iii) the Software or the Services will be free from Vulnerabilities or Viruses (and accordingly it is the Customer's responsibility to adopt appropriate back-up, firewall and other precautionary security measures, and the Customer should not use the Services as the sole means of saving or accessing any material);
- or
- (iv) the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements.

(b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.4 This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

7.5 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

7.6 The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy available at www.motionhub.ai, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the

archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable.

8. Customer's obligations

8.1 The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8.2 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. Further the Customer warrants that the Customer shall only upload to MotionHub image and sound material which the customer owns or is licensee and is therefore entitled to upload.

9. Charges and payment

9.1 The Customer shall pay to the Supplier the Subscription Fees applicable to the subscription chosen and the User Subscriptions in accordance with this clause 9, the initial level of the fees being set out at <https://motionhub.ai/pricing> when this agreement is entered into.

9.2 Customers can choose between two different payment structures:

- (a) annual subscription; and
- (b) monthly subscription.

Monthly subscription

9.3 *Under a monthly subscription, on the Effective Date the Customer provides the Supplier with the Customer's valid, up-to-date and complete credit card details (being a credit card issuer acceptable to the Supplier). The Customer hereby authorises the Supplier to bill such credit card immediately for the fees payable in respect of the first month's Subscription Fees and monthly thereafter until the Customer notifies the Supplier by email to a notified email address that the Customer is terminating the monthly subscription.*

Annual subscription

9.4 The Customer shall on the Effective Date provide to the Supplier valid, up-to-date and complete credit card details (being a credit card issuer acceptable to the Supplier). Alternatively and at the Supplier's sole discretion, the Customer may instead provide approved purchase order information acceptable to the Supplier and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- (a) its credit card details to the Supplier, the Customer hereby authorises the Supplier to bill such credit card:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

- (ii) subject to clause 14.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period;
- (b) its approved purchase order information to the Supplier, the Supplier shall invoice the Customer:
 - (i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 14.1, at least 30 (THIRTY) days prior to each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period,and the Customer shall pay each invoice within 30 (THIRTY) days after the date of such invoice.

Supplier remedies where money owed by Customer under any subscription or where a free trial period expires

- 9.5 If the Supplier has not received payment within 30 (THIRTY) days after the due date, and without prejudice to any other rights and remedies of the Supplier:
- (a) the Supplier may immediately, without notice to the Customer and without liability to the Customer stop the Customer's material being searchable by third parties on MotionHub for the purposes of licensing such material;
 - (b) the Supplier may, on no less than 5 (FIVE) Business Days' notice to the Customer and without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (c) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Supplier's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 9.6 Where a party has a free trial of the Services but does not subscribe for the Services with effect from the end of the trial period they are regarded for this purpose as being the Customer and:
- (a) the Supplier may immediately, without notice to the Customer and without liability to the Customer stop the Customer's material being searchable by third parties on MotionHub for the purposes of licensing such material;
 - (b) the Supplier may immediately and without notice to the Customer and without liability to the Customer, disable the Customer's password, account

and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services; and

- (a) the terms of clause 14.3 shall also apply, including in relation to material stored by the Customer on MotionHub.

9.7 All amounts and fees stated or referred to in this agreement:

- (a) shall be payable in pounds sterling;
- (b) are, subject to clause 13.3(b), non-cancellable and non-refundable;
- (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9.8 If, at any time whilst using the Services, the Customer reaches the amount of disk storage space specified in the Documentation, no additional such space will be made available to the Customer automatically and the Supplier shall charge the Customer, and the Customer shall pay, the Supplier's then current excess data storage fees in order to enjoy further storage space. The Supplier's excess data storage fees current as at the Effective Date are set out on its website at <https://motionhub.ai/pricing>.

9.9 In relation to an annual subscription, the Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3, and/or the excess storage fees payable pursuant to clause 9.8 at the start of each Renewal Period upon 14 (FOURTEEN) days' prior notice to the Customer and the fees published at <https://motionhub.ai/pricing> shall be deemed to have been amended accordingly in respect of the Customer.

9.10 In relation to a monthly subscription, the Supplier shall be entitled to increase the Subscription Fees, the fees payable in respect of the additional User Subscriptions purchased pursuant to clause 3.3, and/or the excess storage fees payable pursuant to clause 9.8 at any time upon 14 (FOURTEEN) days' prior notice to the Customer and the fees published at <https://motionhub.ai/pricing> shall be deemed to have been amended accordingly in respect of the Customer.

10. Proprietary rights

10.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, website design, know-how, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, or Documentation or any

software used on the Supplier's website. Accordingly the Customer may not use any of these in any way whatsoever without the prior written consent of the Supplier.

- 10.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.
- 10.3 The Customer confirms that it is not a police department within the United States of America and will not allow any of the Supplier's services to be used by or for the benefit of a police department within the United States of America.
- 10.4 The Customer warrants that it has all the appropriate and legal rights to use any video or image stored on the Supplier's systems. This includes, where required by law, all the necessary consents from individuals (if any) shown in such video or image, for the use, processing, and storage of their data.

11. Confidentiality and compliance with policies

11.1 Confidential Information means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with the provision of the Services, including but not limited to:

- (a) the terms of this agreement or any agreement entered into in connection with this agreement;
- (b) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and
- (c) any information developed by the parties in the course of carrying out this agreement.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- 11.2 The provisions of this clause shall not apply to any Confidential Information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
 - (d) the parties agree in writing is not confidential or may be disclosed.
- 11.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.
- 11.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 11.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, any relevant securities exchange), the police, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.5, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.

- 11.6 A party may, provided that it has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010, disclose Confidential Information to the Serious Fraud Office without first informing the other party of such disclosure.
- 11.7 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this agreement.
- 11.8 On termination or expiry of this agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information; and
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable),
- save that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority or where this is necessary in pursuit of litigation. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 14 (Termination).
- 11.9 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.
- 11.10 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 11.11 The above provisions of this clause 11 shall continue to apply after termination or expiry of this agreement.
- 11.12 In performing its obligations under this agreement the Supplier shall comply with the Mandatory Policies.

12. Indemnity

- 12.1 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- (a) the Customer is given prompt notice of any such claim;
 - (b) the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) (save in connection with a claim for defamation concerning the Customer's material where the Supplier is a defendant) the Customer is given sole authority to defend or settle the claim.
- 12.2 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) the Supplier is given prompt notice of any such claim;
 - (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - (c) the Supplier is given sole authority to defend or settle the claim.
- 12.3 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2(TWO) Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than the Supplier; or
 - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

- (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority; or
- (d) the Customer's breach of this agreement.

12.5 The foregoing and clause 13.3(b) state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. Limitation of liability

13.1 Except as expressly and specifically provided in this agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

13.2 Nothing in this agreement excludes the liability of the Supplier:

- (a) for death or personal injury caused by the Supplier's negligence; or
- (b) for fraud or fraudulent misrepresentation.

13.3 Subject to clause 13.1 and clause 13.2:

- (a) the Supplier shall have no liability for any:
 - (i) loss of profits,
 - (ii) loss of business,
 - (iii) loss of a chance,
 - (iv) wasted expenditure,
 - (v) depletion of goodwill and/or similar losses,
 - (vi) loss or corruption of data or information, or

- (vii) any special, indirect or consequential loss, costs, damages, charges or expenses; and
 - (b) the Supplier's total aggregate liability to the Customer (including in respect of the indemnity at clause 12.2), in respect of all breaches of duty occurring within any contract year shall not exceed the cap. If breaches committed in more than one contract year give rise to a single claim or a series of connected claims, the Supplier's total liability for those claims shall not exceed the single highest annual cap for those contract years.
 - (c) In clause 13.3(b):
 - (i) The cap is one hundred per cent (100%) of the total Subscription Fees paid in the contract year in which the breaches occurred.
 - (ii) A contract year means a 12 (TWELVE) -month period commencing on the Effective Date or any anniversary of it.
- 13.4 References to liability in this clause 13 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.5 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of the Supplier's Intellectual Property Rights.
- 13.6 The Services are provided on an "as is" basis and all conditions and warranties or representations whether express or implied are fully excluded from this agreement to the extent that they can be excluded as a matter of applicable law.
- 13.7 Under no circumstances shall the Supplier be liable under this Agreement in respect of any fault which is the responsibility of any third-party service provider.

14. Term and termination

- 14.1 An annual subscription under this agreement shall, unless otherwise terminated as provided in this clause 14, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of 12 (TWELVE) months (each a **Renewal Period**), unless:
- (a) either party notifies the other party of termination, in writing, before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - (b) otherwise terminated in accordance with the provisions of this agreement;

and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.

14.2 A monthly subscription shall terminate upon the giving of valid notice as described in clause 9.3.

14.3 Without affecting any other right or remedy available to it, either party may terminate this agreement in respect of any subscription with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 5 (FIVE) Business Days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 5 (FIVE) Business Days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay their debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is

- given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
 - (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
 - (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 (FOURTEEN) days;
 - (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.3(c) to clause 14.2(j) (inclusive);
 - (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (m) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy; or
 - (n) there is a change of control of the other party.

14.4 On termination of this agreement for any reason:

- (a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- (b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
- (c) the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than 10 (TEN) days after the effective date of the termination of this agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 (THIRTY) days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The

Customer shall first pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and

- (d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14.5 Termination is without prejudice to any right, entitlement or chose in action of the Supplier which has accrued in respect of this agreement or any remedy available under clause 9.5.

15. Force majeure

Neither party shall be in breach of this agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 5 (FIVE) days, the party not affected may terminate this agreement by giving not less than 5 (FIVE) days' written notice to the affected party.

16. Conflict

If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement prevail.

17. Variation

The Supplier may update the terms of this agreement from time-to-time. No purported variation of this agreement at the request of the Customer shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18. Waiver

18.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

18.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

19. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20. Severance

20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21. Entire agreement

21.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

21.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22. Assignment

22.1 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

22.2 The Supplier may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and

obligations under this agreement, provided that it gives prior written notice of such dealing to the Customer.

23. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. Third party rights

24.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

24.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

25. Formation of agreement

25.1 This agreement may be created electronically by the acceptance by the Customer of the Supplier's terms. The person accepting the Supplier's terms on behalf of the Customer warrants that they are authorised to do so.

26. Notices

26.1 Any notice given to a party under or in connection with this agreement shall be in writing and shall be sent by email to the following addresses (or an address substituted beforehand by notice to the other party's email address by the party to be served):

- (a) the Supplier – at info@motionhub.ai; and
- (b) the Customer – at the email address notified when this contract is formed.

26.2 Any notice shall be deemed to have been received:

- (a) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

26.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27. Disputes

27.1 Should any dispute arise out of this agreement the parties shall attempt to resolve it consensually. If that fails to resolve the matter then on the written request of any party it can be referred to an independent mediator, the identity of whom shall be agreed between the parties within 14 (FOURTEEN) days.

27.2 In the event the mediator cannot be agreed by the parties within 14 (FOURTEEN) days of one party's written request to appoint a mediator, the London office of the International Centre for Dispute Resolution ("ICDR") shall appoint a single independent mediator in accordance with the rules of the ICDR. The costs of the mediation shall be shared equally and the place of conduct of the mediation shall be London.

28. Governing law

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

29. Jurisdiction

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This has been entered into on the date on which the Customer's acceptance of the Supplier's standard terms was confirmed electronically.

**Schedule
Data protection**

DEFINITIONS

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Data Protection Legislation:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EU Law: the law of the European Union or any member state of the European Union.

UK GDPR: has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

DATA PROTECTION

- A. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- B. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Provider is the Processor. This Schedule sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
- C. Without prejudice to the generality of this agreement, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider and lawful processing of the Personal Data.
- D. Without prejudice to the generality of this agreement, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:

- a. process that Personal Data only on the documented written instructions of the Customer unless the Provider is required by Domestic Law or EU Law to otherwise process that Personal Data. Where the Provider is relying on Domestic Law or EU Law as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibits the Provider from so notifying the Customer;
- b. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- c. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- d. not transfer any Personal Data outside of the UK or EEA unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- e. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - f. notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - g. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Domestic Law or EU Law to store the Personal Data; and
 - h. maintain complete and accurate records and information to demonstrate its compliance with this schedule and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation.
- E. The Customer consents to the Provider appointing third-party processors of Personal Data under this agreement. The Provider confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this agreement and in either case which the Provider intends should reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it.
- F. Either party may, at any time on not less than 30 (THIRTY) days' notice, revise this paragraph by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

Annex to the Schedule

Processing, Personal Data and Data Subjects under this agreement

1. The customer may upload data to the Supplier's systems. These data are likely to consist of video footage, stills images, soundtracks and sound recordings.
2. Processing will be in consequences of services provided to the Customer under this agreement. Processing will apply to footage which it is lawful for the Customer to process in this way. Broadly speaking this processing will be by storage, retrieval, sharing, automatic transcription, applying markers based on an AI analysis of the images and sounds in the footage, and deletion.

3. More details about the processing

Description of processing	Comment
Storage	The Customer can upload material to MotionHub and store it there.
Retrieval	The Customer can retrieve the footage to access it.
Sharing	Sharing has two aspects: <ol style="list-style-type: none"> a. A Customer can send a link to a third party, enabling that person to access the footage on question. For example, that third party may be a commissioning editor who has commissioned the programme of which it is intended the shared footage will form a part. b. A Customer can make footage available for others to view it within MotionHub with a view to concluding a licence for the use of that material in broadcast programme.
Automatic transcription	Uses AI to attempt to transcribe automatically the soundtrack accompanying footage, including attempting to identify each speaker and the words uttered by them.
Generation of markers	Uses AI to attempt to identify objects visible within footage.
Deletion	Deleting material, chiefly where the commercial relationship has come to an end.

4. The purpose of the processing is to carry out activities which are core to producing any television programme or cinema film. These processes are how raw footage is selected, treated and arranged so as to become a marketable media product. The purpose of the processing at limb (b) of 'Sharing' above is additionally to make useful footage available for those with a need for it, creating a market which is advantageous to rights-holders and those who wish to exploit it.
5. The processing is likely to continue for so long as the Customer elects to remain a customer of the Supplier.
6. The types of Personal Data involved are likely to include images, how people sound and the views they express. The data may include sensitive personal data if this is evident from a person's appearance, or if a person who is filmed has elected to participate in a film about, for example, medical, religious or ethical issues.
7. The data subjects whose data may be processed will include those who elect to participate in filming with a Customer which the Customer then elects to upload to MotionHub as part of creating a television programme or cinema film.