

BenAI Research Partner

Privacy Notice & Terms and Conditions
July 2023

PRIVACY NOTICE

WHO WE ARE?

BenevolentAI Technology Ltd is a subsidiary company of BenevolentAI Limited (AMS: BAI), a leading, clinical-stage AI-enabled drug discovery and development company listed on the Euronext Amsterdam stock exchange. We unite AI and cutting-edge science to discover and develop new medicines for complex diseases by creating purposeful technologies in the service of science to augment human intelligence and empower scientific discovery.

The Benevolent Platform™ entails a suite of flexible and scalable AI-enabled drug discovery engines that enables scientists to formulate new hypotheses and rapidly discover high-quality drug targets based on a better understanding of the disease. We seek to improve patients' lives by applying technologies designed to generate better data decision-making and in doing so lower drug development costs, decrease failure rates and increase the speed at which medicines are generated.

For the purpose of applicable data protection laws, we are the data controller for the personal information you share with us during the registration/sign-up process, and the data processor for any data you upload to the plugin for the purpose of carrying out the required analysis. Our representative in the European Economic Area (the "EEA") is BenevolentAI and our representative in the United Kingdom ("UK") is BenevolentAI Limited.

ABOUT OUR PRODUCTS

- **BenAI Research Partner**

BenAI Research Partner is a browser extension that utilises large language models and artificial intelligence to help you navigate scientific literature more efficiently and effectively. It integrates seamlessly into your existing workflows, streamlining your literature review process and providing AI-powered biomedical insights that save you time. With BenAI Research Partner, you can accomplish what used to take hours in minutes and supercharge your research capabilities. The tool is designed for the entire life science community, from researchers, clinicians, and academics to students, and pharmaceutical and biotech companies of all sizes.

End-to-End Drug Discovery

Powered by BenAI Engine, our End-to-End Drug Discovery solutions put scientists at the centre of decision-making to generate evidence-based predictions and insights with interrogable rationale and advancing research and innovation across your R&D organisation.

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OUR COMMITMENTS

At BenevolentAI Technology Ltd, we are committed to conducting our businesses in accordance with all applicable Data Protection laws and regulations in line with the highest standards of ethical conduct. This Privacy Notice (this “Notice”) sets forth the expected behaviours of BenevolentAI Technology Ltd practices in relation to the collection, use, retention, transfer, disclosure, and destruction of Personal Data belonging to all users of the BenAI Research Partner platform, or included in the dataset uploaded into the platform by users (i.e. the “Data Subjects”).

THE PERSONAL DATA WE MAY COLLECT

We may collect and process some or all of the following types of Personal Data:

Data type (that we may hold at any time)	SOURCE (obtained data from)
<ul style="list-style-type: none">• Names (including job title)• Email address• Company/Institution• Details of referral	<ul style="list-style-type: none">• Online registration/contact form
Technical information we may collect: <ul style="list-style-type: none">• Internet browsing History such as your visits to this website, including your type of browser, your operating system, access times, pages viewed, URLs clicked on	<ul style="list-style-type: none">• Website cookies• Analytical plugins (Mixpanel)• Chatbot (InterCom)

PURPOSE FOR PROCESSING

This section provides more detail on the types of personal information we collect from you, and why.

Personal Information	Use	Legal basis
<ol style="list-style-type: none">1. name, email address, company name, and job title2. name and email address3. email address and content of your message4. personal information contained in articles shared or dataset uploaded (e.g. names of Authors)	<ol style="list-style-type: none">1. to create and maintain your account2. to update you on your subscription request3. to provide customer support, answer your queries, and remediate technical issues or bugs as applicable4. to provide the analytical services you require	<ol style="list-style-type: none">1. Necessary to perform our contract and to provide required services2. We use this information with your consent3. It is in our legitimate interest to provide effective services to you and to be responsive to your needs4. Necessary to perform our contract and to provide required services

HOW WE PROCESS YOUR PERSONAL DATA

We rely on Contractual Performance, Consent, and Legitimate Interest, (each as defined in the UK GDPR and DPA 2018) as the lawful basis on which we process your Personal Data. We use your Personal Data to provide you with information about our products, and services and to improve the product. We will also use your Personal Data to notify you about changes and events and to ensure that content on our website is presented in the most effective manner for you and your computer.

• How we share your information

All the Personal Data we collect from you are used for administrative and communication purposes only. If there is a need to disclose your Personal Data to other third parties, for new purposes outside the original scope or for purposes materially different from that for which they were originally collected, we will ensure that your rights and freedom are not undermined. Where applicable, we will give you the opportunity to decide if your Personal Data should be processed in such a manner. However, note that in certain circumstances, we might be required to disclose your data in response to lawful requests by public authorities, to meet national security, law enforcement, or investigations and we will oblige accordingly.

• Where we store your information

We have taken the necessary precautionary steps to ensure adequate control mechanisms are implemented to ensure the secure processing of all the Personal Data that you may share with us. We will store your data in secure environments located in the UK, EU, and with one of our trusted suppliers in the US. In all cases, we take all steps reasonably necessary to ensure your Personal Data remains protected and secure in compliance with applicable data protection and privacy laws. These measures include the implementation of adequate technical, administrative, and security controls that complies with regulatory requirements such as the implementation of Standard Contractual Clauses (SCC) with our suppliers, end-to-end encryption, robust vendor risk management, and access management.

• How long we retain your Personal Data

We will retain your Personal Data as follows:

- a) for as long as you continue to engage the tool for your analysis to aid continued service provision.
- b) Your technical usage information may be retained indefinitely, aggregated, and analysed to monitor engagements and improve our understanding of how users interact with the tool, which helps us improve its effectiveness for better quality outputs.
- c) We may also retain and use your Personal Data to the extent necessary to comply with our legal obligations, resolve disputes, and enforce our terms and conditions, other applicable terms of service, and our policies.

If you stop using our products, we will store your information in an aggregated and anonymised format and we may use this information indefinitely without further notice to you.

YOUR PRIVACY RIGHTS

The DPA 2018, the UK General Data Protection Regulation (“UK GDPR”), and the Privacy and Electronics Communications Regulation (“PECR”) provide you with specific rights relating to your Personal Data that BenevolentAI Group holds and processes at any given time. These rights include:

- (a) Right to Access - You have the right to access the information we hold about you
- (b) Right to be Informed - You have the right to know how we use your information
- (c) Right to Object - You have the right to object to our processing of your information
- (d) Right to Rectification – You have the right to correct any of the information we hold
- (e) Right to Erasure/Be Forgotten - You have the right to delete the information we hold about you
- (f) Right to Restrict Processing – You have the right to require us to stop processing the information
- (g) Right to Data Portability – You have the right to receive a copy of the information we hold about you and to request that we transfer it to a third party in certain circumstances.

Please note that a number of these rights only apply in certain circumstances, and all of these rights may be limited by law. For example, where fulfilling your request would adversely affect other individuals, infringe our trade secrets or intellectual property, overridden by public interests, or where we are required by law to retain your Personal Data.

You have the right to object to marketing at any time by contacting us at Compliancehelpdesk@benevolent.ai

THIRD-PARTY PROCESSORS

	Processing Activities	Controls Implemented
MixPanel	This analytical tool will be used to capture usage data on how Users interact with the tool to aid improvements with the aim of enhancing the provided services.	UK and EU-approved SCC and an Agreement implemented
InterCom	This chatbot will serve as a real-time conversational	UK and EU approved SCC and an Agreement

	channel to help deal with User requests and help us improve our services	implemented
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TERMS AND CONDITIONS

Please also read our Terms and Conditions in the section below establishing the use, disclaimers, and limitations of liability governing the use of our products, services, and this website.

At BenevolentAI, we strive to ensure the continued and effective implementation of this Policy and expect all Users to share this commitment. This Policy together with our “Terms of Use” (and any other document referred to on it) sets out the basis on which we process any personal data. If you have any concerns or need further information or want to make a request, our Data Protection Officer and Compliance Manager (“DPO”) can be contacted directly with the details below

DPO, BenevolentAI Limited
4-8 Maple Street, London, W1T 5HD United Kingdom
Phone: +44 (0)2037 819 360
Email: DPO@benevolent.ai

TERMS & CONDITIONS

BenAI Research Partner - public beta testing agreement v.2

By downloading and using the BenAI Research Partner Extension, the individual, institution, organisation or legal entity, as the case may be (**Customer**) agrees to be bound by the terms and conditions of this Agreement, which govern the Customer’s access to and use of the BenAI Research Partner Extension provided by BenevolentAI Technology Limited, incorporated and registered in England and Wales with company number 09781806 whose registered office is at 4-8 Maple Street, London W1T 5HD, United Kingdom (**Provider**).

1. Definitions

The definitions in this clause apply in this Agreement.

Authorised User: those employees or other personnel of the Customer, as applicable, who are authorised by the Customer to use the BenAI Research Partner Extension and the Documentation. Where the Customer is an individual then they are also an Authorised User for the purpose of this Agreement.

Authorised User Personal Data: any personal data relating to an Authorised User (whether contained within meta-data generated by the use of the BenAI Research Partner Extension or otherwise used, generated or transmitted as part of the use of the BenAI Research Partner Extension).

BenAI Research Partner Extension: the Provider AI-Augmented Intelligence Chrome Extension plug-in application made available by Provider through the [Google Chrome Web Store](#) pursuant to the terms and conditions of this Agreement.

BenAI Research Partner Insights: data forming part of the Output which is generated by Provider via the BenAI Research Partner Extension, whether from Provider's proprietary knowledge graph or other sources, which includes, without limitation, insights, scientific concepts, facts, entities, word-highlighting and suggestions relating to other articles or publications.

Confidential Information: any and all information of a confidential or proprietary nature or trade secrets obtained directly or indirectly through the use or demonstration of the BenAI Research Partner Extension.

Data Protection Laws: means: i) to the extent the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018) applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (ii) to the extent the General Data Protection Regulation ((EU) 2016/679) applies, the law of the European Union or any member state of the European Union to which the Provider is subject, which relates to the protection of personal data.

Documentation: any documents or other information made available to the Customer by Provider from time-to-time which sets out a description of the BenAI Research Partner Extension and its functionality, and any user instructions for use of the same.

Effective Date: the date the Customer or an Authorised User first downloads and uses the BenAI Research Partner Extension.

Feedback: suggestions, comments, improvements or any other feedback regarding the functionality, user experience or general operation of the BenAI Research Partner Extension provided by Authorised Users or otherwise on behalf of the Customer directly or indirectly to Provider.

Input Data: any data (including meta-data) either directly inputted or generated by an Authorised User or otherwise made available to the BenAI Research Partner Extension by the Authorised User, for the purpose of utilising the BenAI Research Partner Extension to receive Output.

Output: data created as a result of the Authorised User supplying Input Data to the BenAI Research Partner Extension (including, without limitation, the BenAI Research Partner Insights, article summaries and any other outputs generated using Third Party Software, as the case may be.

Public Beta Test Term: the period from the Effective Date until terminated in accordance with Clause 13.2.

Third-Party Software: any third party software which either forms part of the BenAI Research Partner Extension, or is required to enable an Authorised User to access and utilise the BenAI Research Partner Extension.

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

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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 construed accordingly.

2. Licence Grant

- 2.1. Subject to the terms and conditions and restrictions set out in this Agreement, Provider hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to permit Authorised Users to use the BenAI Research Partner Extension and receive and use the Output during the Public Beta Test Term, solely for the Customer's internal research purposes.
- 2.2. The rights provided under this clause are granted to Authorised Users of the Customer entity only and shall not be considered granted to any subsidiary or holding company of the Customer.

3. Feedback

- 3.1. Upon request, the Customer agrees to provide Feedback on the BenAI Research Partner Extension, with no expectation of remuneration, and the Customer agrees to waive any claims for royalties or any other forms of remuneration with Provider on any use made by Provider of the feedback provided, in whatever form. Provider will be free to use, disclose, reproduce, distribute, implement or otherwise commercialise all Feedback provided by the Customer without obligation or restriction of any kind. All rights, title and interest in any Feedback shall vest in Provider on creation. The Customer hereby assigns to Provider absolutely with full title guarantee all right, title and interest in and to the Feedback.

4. Customer's Obligations

- 4.1. The Customer shall, and procure that any Authorised Users shall:
 - 4.1.1. download and use the BenAI Research Partner Extension in accordance with all applicable Google terms and conditions, including for the Google Chrome Web Store;
 - 4.1.2. without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - 4.1.3. ensure that Authorised Users use the BenAI Research Partner Extension and the Documentation in accordance with the terms and conditions of this Agreement and be responsible for any Authorised User's breach of this Agreement; and
 - 4.1.4. obtain and maintain in place during the Public Beta Test Term all necessary licences, consents, and permissions necessary for Provider (and any third parties involved in the operation of the BenAI Research Partner Extension or the creation of Output) to make available and run the BenAI Research Partner Extension and its functionality on the chosen computing device of the Authorised User.
- 4.2. The Customer shall not:
 - 4.2.1. use the BenAI Research Partner Extension in connection with any information, articles, web pages, documents, journals or other material protected by contractual limitations, copyright or any other intellectual property rights, or in relation to any paywalled or otherwise restricted content which the Customer does not have rights

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to use or make available to Provider/the BenAI Research Partner Extension without first obtaining the permission of the owner of such rights; and

- 4.2.2. access, store, distribute, transmit or introduce any Viruses, or any material which is illegal or may cause damage or injury to any person or their property;
- 4.2.3. and Provider reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to the BenAI Research Partner Extension and/or any material that breaches the provisions of this clause 4 at any time.
- 4.3. The Customer shall not, 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:
 - 4.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the BenAI Research Partner Extension and/or Documentation, Output or BenAI Research partner Insights (as applicable) in any form or media or by any means;
 - 4.3.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the BenAI Research Partner Extension;
 - 4.3.3. access all or any part of the BenAI Research Partner Extension, Output and/or Documentation in order to build a product or service which competes with the BenAI Research Partner Extension;
 - 4.3.4. use the BenAI Research Partner Extension, Output and/or Documentation to provide services or products to third parties;
 - 4.3.5. licence, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the BenAI Research Partner Extension available to any third party (including, but not limited to, any subsidiary, affiliate or holding company) except Authorised Users; or
 - 4.3.6. attempt to obtain, or assist third parties in obtaining, access to the BenAI Research Partner Extension, other than as provided under this Agreement.
- 4.4. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the BenAI Research Partner Extension and, in the event of any such unauthorised access or use occurring, promptly notify Provider.

5. Data protection

- 5.1. For the purposes of this clause the terms Controller, Processor, Personal Data, and Processing shall have the meaning given to them in the UK GDPR.
- 5.2. By downloading and using the BAI Extension the Customer acknowledges that Authorised User Personal Data may be processed by Provider and may include name, email address or other personal data provided at the point of sign-up. The Customer agrees that, for the purposes of Data Protection Laws, Provider will be a Controller in respect of the Processing of any Authorised User Personal Data.
- 5.3. The Customer and its Authorised Users control which Input Data is exposed to the BenAI Research Partner Extension, both automatically and through proactive user-generated queries, and acknowledge that some Input Data may contain Personal Data (for example names of researchers or other individuals in a scientific

journal or paper). In such circumstances if the Customer provides Input Data which contains Personal Data, the Customer agrees that, for the purposes of Data Protection Laws, Provider is a Processor in respect of the Processing of any such Personal Data on the Customer's behalf and will only use such data to the extent necessary to provide the functionality of the BenAI Research Partner Extension and any Output.

6. Third party Software

- 6.1. The Customer acknowledges that the operation of the BenAI Research Partner Extension and/or certain of its functionality and Output may require the use of Third Party Software, including open source and proprietary components. Where required, Third Party Software notices can be found [here](#).
- 6.2. Third Party Software is used by Provider to provide, inter alia, summary functionality forming part of the Output. This may change without notice throughout the Public Beta Test Term.
- 6.3. It is a condition of access to and use of the BenAI Research Partner Extension and receipt and use of any Output in accordance with this Agreement that the Customer at all times obtains and maintains in good standing all necessary licences, consents and permissions to access any Input Data and use it with the BenAI Research Partner Extension.
- 6.4. Provider will facilitate a takedown/blocking functionality via compliancehelpdesk@benevolent.ai for third parties to request that any data be blocked from future use by the BenAI Research Partner Extension if, for example, they have concerns that their intellectual property rights have been infringed. Provider may delete or disable content alleged to be infringing and/or block access to the BenAI Research Partner Extension. This may mean that the functionality of the BenAI Research Partner Extension may not work on certain Input Data.

7. Disclaimer of Warranties

- 7.1. Provider makes no representations or warranties in relation to the BenAI Research Partner Extension, its use pursuant to this Agreement, or the Output, including that:
 - 7.1.1. the BenAI Research Partner Extension will be generally available, or that the Customer's use of the BenAI Research Partner Extension will be uninterrupted or error-free, or factually or scientifically accurate;
 - 7.1.2. the BenAI Research Partner Extension, Documentation and/or the Output will meet the Customer's requirements;
 - 7.1.3. the BenAI Research Partner Extension will be free from Vulnerabilities or Viruses; or
 - 7.1.4. the Output returned by the BenAI Research Partner Extension will be accurate or error-free, or be available or accessible by an Authorised User or the Customer more generally for any particular period of time.
- 7.2. Provider makes no representation, warranty or guarantee, and shall have no liability or obligation whatsoever, in relation to the use of, and any content or Output generated by, any Third Party Software (including the factual or scientific accuracy of any Output, as applicable). Customer agrees that Provider shall not be liable for any loss or damage whatsoever or howsoever caused related to use of Third Party

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Software or Output generated by it and that Licensee's use of Output generated in this way shall be at its own risk.

- 7.3. Provider 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 BenAI Research Partner Extension may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 7.4. Provider shall have no obligation to maintain, correct, update, change, modify, or otherwise support the BenAI Research Partner Extension during the Public Beta Test Term.
- 7.5. THE BIOGENIUSAI EXTENSION IS BEING SUPPLIED "AS IS" AND "AS AVAILABLE". Except to the extent prohibited by law, Provider expressly disclaims all warranties for the BenAI Research Partner Extension, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade.
- 7.6. The Customer acknowledges that:
 - 7.6.1. This Agreement shall not prevent Provider 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;
 - 7.6.2. the Customer has not paid any consideration to Provider for the BenAI Research Partner Extension during the Public Beta Test Term;
 - 7.6.3. Provider may discontinue providing access to the BenAI Research Partner Extension at any time; and
 - 7.6.4. Provider is under no obligation to release a commercial version of the BenAI Research Partner Extension at the end of the Public Beta Test Term or otherwise.
- 7.7. The Customer assumes sole responsibility for its use of any Output, and for any conclusions drawn from such use. Provider shall have no liability for any damage caused by errors or omissions in the Output, or for any actions taken by Provider at the Customer's or Authorised User's direction (whether by uploading specific search terms to the BenAI Research Partner Extension or otherwise).

8. Proprietary rights

The Customer acknowledges and agrees that Provider and/or its licensors own all intellectual property rights in the BenAI Research Partner Extension and the BioGeniusAI Insights. 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, trade marks (whether registered or unregistered), or any other rights or licences in respect of the BenAI Research Partner Extension or the BioGeniusAI Insights.

9. Confidentiality

- 9.1. The Customer may be given access to Confidential Information in connection to this Agreement. Confidential Information shall not be deemed to include information that:

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- 9.1.1. is or becomes publicly known other than through any act or omission of the Customer;
 - 9.1.2. was in the Customer's lawful possession before the disclosure;
 - 9.1.3. is lawfully disclosed to the Customer by a third party without restriction on disclosure; or
 - 9.1.4. is independently developed by the Customer, which independent development can be shown by written evidence.
- 9.2. Subject to 9.4, Customer shall hold the Confidential Information in confidence and not make the Confidential Information available to any third party, or use the Confidential Information for any purpose other than the implementation of this Agreement.
- 9.3. The Customer shall take all reasonable steps to ensure that the Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 9.4. The Customer may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives Provider as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of Provider in relation to the content of such disclosure.
- 9.5. The Customer shall not make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of Provider (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.
- 9.6. The Provider shall be entitled to reference the Customer as a user of the BenAI Partner Extension in the Provider's general marketing literature including on the Provider's website and other online platforms. The reference to the Customer for these purposes may include a reference to the Customer's corporate name and any of its trade names and trade marks.
- 9.7. The above provisions of this 9 shall survive termination of this Agreement, however arising.

10. Indemnity

- 10.1. The Customer shall defend, indemnify and hold harmless Provider 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 BenAI Research Partner Extension or Customer's use of the Output in violation of the terms of this Agreement, provided that:
- 10.1.1. the Customer is given prompt notice of any such claim;
 - 10.1.2. Provider provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 10.1.3. the Customer is given sole authority to defend or settle the claim.

11. Geographical scope and availability of BenAI Research Partner Extension

The jurisdictions in which the BenAI Research Partner Extension may be made available via the Google Chrome Web Store may vary from time-to-time and Provider makes no guarantee that the BenAI Research Partner Extension will be available in the Customer's location.

12. Limitation of liability

12.1. Nothing in this Agreement excludes the liability of either party for:

12.1.1. for death or personal injury caused by Provider's negligence;

12.1.2. for fraud or fraudulent misrepresentation; or

12.1.3. for any other liability which cannot be excluded by law.

12.2. Subject to 12.1:

12.2.1. neither Provider nor its affiliates or licensors shall be liable whether in tort (including for negligence or breach of statutory duty), breach of contract, misrepresentation, restitution or otherwise for any loss of profits (direct or indirect), loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement.

12.2.2. Provider's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to £100.

13. Term and termination

13.1. This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Effective Date and shall continue for the Public Beta Test Term.

13.2. Without affecting any other right or remedy available to it, either party may terminate this Agreement for convenience at any time by notifying the other party in writing.

13.3. On termination of this Agreement for any reason:

13.3.1. all licences granted under this Agreement shall immediately terminate;

13.3.2. the Customer shall immediately cease all use of the BenAI Research Partner Extension and upon request by Provider delete/remove the BenAI Research Partner Extension from all installed instances within Google Chrome browsers and all copies thereof; and

13.3.3. 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. Force majeure

Provider shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial

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disputes (whether involving the workforce of Provider or any other party), epidemic or pandemic, failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of Provider or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. General

- 15.1. Provider may update, amend, modify or supplement the terms and conditions of this Agreement from time to time by posting a revised version of the Agreement online. Such changes will take effect immediately. Any such modification may be made without the consent of any third party beneficiaries of this Agreement. The Customer's continued use of the BenAI Research Partner Extension after Provider posts a new version of the Agreement will be conclusively deemed to be acceptance by the Customer of any such new version.
- 15.2. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.3. 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.
- 15.4. This Agreement constitutes the entire agreement between the parties on the subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 15.5. 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.
- 15.6. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.
- 15.7. The Customer shall not, without the prior written consent of the Provider, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.8. Provider may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 15.9. 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).

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- 15.10. This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 15.11. Except where this Agreement permits notice via email, any notice required to be given under this Agreement shall be in writing and shall be sent by pre-paid first-class post or recorded delivery post to the other party at its registered address, or such other address as may have been notified by that party for such purposes.
- 15.12. A notice delivered by email shall be deemed to have been received one (1) business day after being sent. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- 15.13. 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 construed in accordance with the law of England and Wales.
- 15.14. Each party irrevocably agrees that the courts of England and Wales 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).