

CLEO MASTER SUBSCRIPTION AGREEMENT

Standard Terms for the CLEO platform and services

Version 1.1, effective 10 September 2026

Provider: REGENAI CLEO, a company registered in the Abu Dhabi Global Market under registration number 33929, of Sky Tower, Al Reem Island, Abu Dhabi, United Arab Emirates ("Provider").

Customer: the entity identified in an Order Form that accepts this Agreement ("Customer"). Provider and Customer are each a "Party" and together the "Parties".

How this Agreement works

These are Provider's standard terms for the CLEO platform. They apply to every customer in the same form and Provider does not negotiate, redline or vary them for individual customers (clause 2.3).

Customer accepts them by signing an Order Form, by clicking to accept, or by using the Services (clause 2.2). The version stated on the Order Form governs that Order Form (clause 2.5). The current version is always published on the Legal Page of the Website.

Plans, prices and allowances are those in the Plan Schedule published on the Website; the Plan Schedule version identified on the Order Form governs it (Schedule 1 and clause 3.11). Operating terms for each service line are in Schedule 2. Data processing terms are in Schedule 3. The Content Approval Matrix and Restricted Topics are in Schedule 4.

Plain summary of the terms that matter most *(a guide only; the clauses govern)*

1. Minimum term: six months on every Plan, then monthly. Fees for the minimum term are payable in full (clauses 7.3, 8.2 and 8.3).
2. No guarantees: Provider does not guarantee rankings, traffic, citations, followers, leads or revenue. Allowances are maximums, not commitments (clauses 3.2 and 11.3).
3. You approve before anything is published. Everything you approve, or designate for autonomous publication in the Content Approval Matrix, is your responsibility (clause 5).
4. Technical SEO and GEO fixes run on your site under Autonomous Mode, with a thirty-day rollback (clauses 3.3 and 6.4).
5. Either side can end the relationship: you at the end of the minimum term on thirty days' notice; Provider at any time on thirty days' notice with a refund of unused prepaid Fees, and within the first thirty days with a full refund (clauses 8.3, 8.4 and 8.5).
6. Liability on both sides is capped at the Fees paid in the previous twelve months, with limited exceptions (clause 13).
7. Your content and data stay yours; the platform stays Provider's (clause 9). Data protection terms are in Schedule 3.

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms have the meanings given below.

"Affiliate" means any entity that controls, is controlled by or is under common control with a Party.

"Agreement" means this Master Subscription Agreement, its Schedules and each Order Form.

"AI Engines" means the third-party generative AI and answer platforms monitored or targeted by the Services (for example ChatGPT, Google AI, Bing AI, Perplexity, Gemini, Claude, DeepSeek, Grok and Meta AI), as listed on the Website from time to time.

"Allowances" means the monthly quantities, limits and capacities of a Plan, as set out in the Plan Schedule.

"Approved Content" means Generated Content that Customer has approved under clause 5.2, or that is published under a category Customer has designated for autonomous publication in the Content Approval Matrix.

"Authorised Users" means Customer's employees and contractors permitted to use the Platform under Customer's account.

"Autonomous Mode" means the Platform capability, included on every Plan, that applies Technical Optimisations to a Customer Site without per-item approval.

"Business Day" means Monday to Friday, excluding public holidays in the Emirate of Abu Dhabi.

"CMS" means the content management or e-commerce system on which a Customer Site runs (for example WordPress, Wix, Shopify or Sanity).

"Connected Accounts" means Customer's accounts on Third-Party Platforms connected to the Platform, including social media, analytics, search console, review and publishing accounts.

"Content Approval Matrix" or "Matrix" means the document in the form of Schedule 4, completed by Customer, that designates content categories for autonomous publication and records Restricted Topics and Named Approvers.

"Customer Content" means all material, data, brand assets, facts, knowledge sources, instructions, credentials and other inputs supplied by or on behalf of Customer, and all content on a Customer Site or Connected Account not created by the Platform.

"Customer Data" means Customer Content and all data relating to the Customer Sites, Connected Accounts and Customer's account on the Platform, including Personal Data processed on Customer's behalf.

"Customer Site" means each website domain identified in an Order Form. A domain means one registrable domain, its apex and www host together.

"Deliverables" or "Provider-Created Deliverables" means articles, pages, social posts, replies, review responses, images, reels, scripts and other content created by the Platform or Provider personnel for Customer under an Order Form.

"Effective Date" means the date on which Customer's first Order Form is accepted under clause 2.2.

"Fees" means the amounts payable under an Order Form, including Plan fees, Orbit fees and add-on fees.

"Generated Content" means content produced by the Platform's generative tools, whether or not edited by Provider personnel, before approval.

"Initial Term" means the minimum subscription period stated in the Order Form (clause 8.2).

"Legal Page" means the page on the Website where the current version of this Agreement, the Sub-processor List, the Privacy Notice and related policies are published.

"Named Approver" means an individual named by Customer in the Order Form or the Matrix who may approve Content on Customer's behalf.

"Onboarding Period" means the thirty (30) days beginning on the Start Date.

"Orbit" or "CLEO Orbit" means the done-for-you layer described on the Website that runs a Plan on Customer's behalf, subject to approval under clause 5.

"Order Form" or "SOW" means Provider's standard order form and statement of work identifying Customer, the Plan, the Customer Site, the Fees, the Start Date and the Initial Term.

"Personal Data" has the meaning given in Schedule 3.

"Plan" means the subscription package selected in the Order Form from those set out in the Plan Schedule.

"Plan Schedule" means the plan comparison published on the Website at regencleo.ai/pricing, which sets out the Plans, their prices, Allowances, inclusions and add-ons, and which carries a version number and an effective date. A reference to the Plan Schedule is to the version identified in the Order Form, as varied under clause 3.11.

"Platform" means the CLEO software platform, including its agents, tools, integrations, models, prompts, interfaces, APIs, documentation and all updates.

"Provider Materials" means the Platform and all methodologies, know-how, templates, prompts, configurations, integrations, connectors, custom skills, scoring systems (including the CLEO Presence Index and GEO Score), report formats and aggregated data of Provider, together with all improvements.

"Published Content" means Approved Content that has been published to a Customer Site, Connected Account or Third-Party Platform.

"Renewal Term" has the meaning given in clause 8.2.

"Restricted Topics" means the subject areas listed in Schedule 4, as extended by Customer, which always require per-item approval or are excluded from the Services.

"Services" means the Platform, Autonomous Mode, Orbit (where subscribed), backlink placement, content production, monitoring, reporting, support and related services of a Plan, as described in the Plan Schedule and on the Website.

"Start Date" means the date stated in the Order Form on which the Subscription and billing begin.

"Subscription" means Customer's subscription to a Plan for a Customer Site under an Order Form.

"Technical Optimisations" means changes applied by the Platform to a Customer Site's code, metadata, structure or configuration for search or AI visibility, including meta tags, heading tags, alt text, canonical tags, schema markup, redirects, internal links, sitemaps, llms.txt, URL optimisation and answer or FAQ injections.

"Term" means the period from the Effective Date until the last Order Form ends.

"Third-Party Platforms" means search engines, AI Engines, social networks, publishing sites, review platforms, directories, CMS providers, hosting providers and any other third-party service on which the Services depend or with which they interact.

"Trial" means free evaluation access under clause 3.7.

"Variation" means a written document headed "Variation to CLEO Master Subscription Agreement" that identifies the clause varied and is signed by a director of Provider.

"Website" means regencleo.ai and its pages, including the pricing page, the plan comparison and the Legal Page.

"Wilful Misconduct" means an intentional act or omission by a Party or its directors, officers or employees, done with knowledge that it breaches this Agreement and will cause loss, or with reckless indifference to that outcome.

- 1.2** In this Agreement: headings are for convenience only; "including" means including without limitation; the singular includes the plural; a reference to a law includes that law as amended or replaced; "written" and "in writing" include email and messages sent through the Platform; a reference to the Website is to its content on the relevant date; and a reference to a clause, Schedule or term is to a clause, Schedule or term of this Agreement.

- 1.3** This Agreement was made available to Customer for review before acceptance, and Customer had the opportunity to take legal advice. No rule of construction applies against Provider because it prepared this Agreement.

2. STRUCTURE, ACCEPTANCE AND STANDARD TERMS

- 2.1** This Agreement comprises the body of this Agreement, Schedules 1 to 4 and each Order Form. Each Order Form is a separate contract between Provider and the Customer named in it, incorporating this Agreement. Where Affiliates of a Customer sign separate Order Forms, each Affiliate is liable only for its own Order Form and their liability is several, not joint.
- 2.2** Customer accepts this Agreement, and an Order Form becomes binding, on the earliest of:
- (a) signature of the Order Form by both Parties, including by electronic signature;
 - (b) Customer clicking to accept this Agreement in the Platform or in an electronic signature workflow; or
 - (c) Customer or its Authorised Users accessing or using the Services after receiving the Order Form.
- A person accepting on behalf of Customer confirms that they have authority to bind Customer.
- 2.3** Provider's terms are standard. Provider does not negotiate, redline or vary this Agreement for individual customers, and Provider's personnel have no authority to agree variations orally, by email or by conduct. Any term contained in a purchase order, vendor onboarding form, supplier portal, counter-signature legend, cover email or other Customer document is rejected and has no effect, even if Provider signs, acknowledges or processes that document. The only way to vary this Agreement is by a Variation.
- 2.4** If there is a conflict between the documents forming this Agreement, the following order of precedence applies:
- (a) Schedule 3 prevails on the processing of Personal Data;
 - (b) then the body of this Agreement;
 - (c) then Schedule 2;
 - (d) then Schedule 1;
 - (e) then Schedule 4; and
 - (f) then the Order Form, which prevails only in respect of the elective fields it is designed to record (Customer details, Plan, Plan Schedule version, Customer Site, Orbit and add-ons, Fees, Start Date, Initial Term, billing method, approval mode, data residency region, reference consent and notice details). Text added to an Order Form outside those fields has no effect.
- 2.5** This Agreement carries a version number and date. Provider may publish a new version on the Legal Page at any time. The version identified in an Order Form governs that Order Form for its Initial Term. Provider may apply a new version to an existing Subscription from the start of a Renewal Term by giving at least thirty (30) days' written notice. If Customer objects, Customer may terminate the affected Order Form with effect from the date the new version would take effect, by written notice given before that date, and the earlier version continues to apply until then. Changes required by law or by the terms of a Third-Party Platform may take effect on shorter notice.
- 2.6** The Parties agree to contract electronically. Electronic signatures, click-acceptance records and Platform audit logs are valid evidence of acceptance and have the same effect as handwritten signatures, consistent with the ADGM Electronic Transactions Regulations 2021. Provider will make the accepted version of this Agreement available for download and retention.
- 2.7** Provider may decline to accept any Order Form, Trial request or Customer for any reason and is not obliged to give reasons. No Subscription exists until Provider has countersigned the

Order Form or confirmed acceptance in writing, including by confirmation within the Platform.

- 2.8** The Services are supplied to businesses for business purposes only. Customer confirms that it is not contracting as a consumer.
- 2.9** Customer may use the Services only for Customer Sites and Connected Accounts that it owns or is authorised to manage. An agency contracting for its clients' sites remains the Customer, is responsible for its clients' compliance with this Agreement, and must hold its clients' written authority for every action the Services perform on their sites and accounts.

3. SERVICES, PLANS AND ALLOWANCES

- 3.1** Provider will provide the Services for the Plan, Customer Site and options stated in the Order Form, with reasonable skill and care and in accordance with this Agreement.
- 3.2** Allowances are monthly maximums that the Platform makes available. They are not delivery commitments or minimums. Unused Allowances expire at the end of the month and do not roll over, except backlink targets under term S2.5. Shared Allowances are pooled as described in the Plan Schedule. Provider may apply fair-use limits to protect Platform stability.
- 3.3** Customer authorises the Platform to apply Technical Optimisations to each Customer Site without per-item approval, within the Plan Allowances (Autonomous Mode). Customer may switch Autonomous Mode to review mode in the Platform, in which case Technical Optimisations are queued for Customer approval and Provider's delivery obligations are suspended to the extent items are not approved.
- 3.4** Where the Order Form includes Orbit, Orbit decides what to produce within the Plan, researches it, drafts it, optimises it and emails each item to the Named Approvers. Nothing produced by Orbit is published until a Named Approver approves it or the item falls within a category designated for autonomous publication in the Matrix. Orbit draws on the Plan Allowances and does not add to them.
- 3.5** Provider may add, modify, replace or withdraw features, models, AI Engines and integrations at any time. Provider will not materially reduce the core functionality of a Plan during a paid Initial Term without either providing a substantially equivalent feature or, at Customer's election made within thirty (30) days of notice, allowing Customer to terminate the affected Order Form with a pro-rata refund of prepaid Fees for the period after termination. Changes caused by Third-Party Platforms are outside Provider's control and do not engage this clause.
- 3.6** Where a Customer Site runs on a CMS or framework that the Platform does not support for deployment, the Services scan and measure, and the deployment of changes is handed to Customer's team as recommendations. This does not reduce the Fees.
- 3.7** Provider may offer a fourteen (14) day Trial on the Plans marked in the Plan Schedule or on the Website. A Trial is provided free of charge and as-is, without warranties, indemnities, service commitments or support commitments, may be withdrawn or limited at any time, and is otherwise subject to this Agreement. Trial data may be deleted thirty (30) days after the Trial ends unless Customer subscribes.
- 3.8** Provider provides support through the channels and within the response targets published for the Plan (Schedule 1, Part C). Response targets are objectives, not warranties. Availability commitments and service credits are set out in Schedule 1, Part C and are Customer's sole remedy for unavailability of the Platform.
- 3.9** Features identified as beta, preview, early access, pilot or similar are provided as-is, may be changed or withdrawn without notice and are excluded from all warranties, indemnities and service commitments.
- 3.10** Provider may use Affiliates and subcontractors to perform the Services and remains responsible for their performance.

- 3.11** Plan Schedule versions. Provider may publish a new version of the Plan Schedule at any time. The Order Form identifies the version in force on the Order Form date. An increase in an Allowance, or the addition of an inclusion, made by a later version applies to every Subscription on that Plan from the later version's effective date. A reduction of an Allowance, or the withdrawal of an inclusion, applies to an existing Order Form only from the start of a Renewal Term and only on at least thirty (30) days' written notice; Customer may terminate the affected Order Form with effect from that date by written notice given before it. Changes to prices are governed by clause 7.6. The Plan Schedule sets out plans, prices, quantities and inclusions; where a note on the Plan Schedule differs from this Agreement, this Agreement governs.

4. CUSTOMER OBLIGATIONS

- 4.1** Within ten (10) Business Days after the Start Date Customer will provide the access, credentials, connections, brand inputs and approvals reasonably required for onboarding, including CMS access at the least privilege needed, analytics and search console access, DNS or verification records, Connected Account authorisations and, where term S2.2.5 applies, scoped hosting or file access. Billing starts on the Start Date whether or not Customer has provided access. If onboarding inputs are not provided within thirty (30) days after the Start Date, Provider may suspend its delivery obligations until they are provided, and Fees continue to accrue.
- 4.2** Customer creates, owns and controls all CMS accounts, Connected Accounts and Third-Party Platform accounts. Provider does not hold company identity credentials (such as registrar, domain, corporate email, banking or payment credentials). Access is granted through delegated roles, OAuth connections or dedicated user accounts that Customer can revoke at any time. Customer will keep secure recovery access to every account.
- 4.3** Customer is responsible for the hosting, uptime, security, plugins, themes, backups and restore capability of each Customer Site. Customer will take a full backup before onboarding and maintain regular backups thereafter. The Services are not a backup or disaster recovery service.
- 4.4** Customer is responsible for its business, products, services, pricing, claims and marketing, and for ensuring that each Customer Site, all Customer Content and all Published Content comply with the laws and industry rules applicable to Customer, including advertising standards, consumer protection, sector regulation (for example financial services, insurance, health, legal, gambling and alcohol), privacy, intellectual property, defamation and Third-Party Platform policies. Provider does not provide legal, regulatory, financial, medical or other professional advice, and the Services do not check Customer's regulatory compliance.
- 4.5** Customer will not, and will ensure that its Authorised Users do not:
- (a) use the Services for unlawful, infringing, defamatory, deceptive, harassing, hateful, sexually explicit or harmful content or purposes;
 - (b) publish, or instruct publication of, content in a Restricted Topic without per-item approval by a Named Approver;
 - (c) use the Services for sites, businesses or content relating to sanctioned persons or territories, or for activities that Provider reasonably considers would bring Provider or the Platform into disrepute;
 - (d) circumvent Allowances, access controls or security measures, or reverse engineer, scrape, benchmark for competitive purposes, or extract models, prompts, agents or datasets from the Platform;
 - (e) resell, sublicense or provide the Services to third parties, except as an agency for its named clients under clause 2.9 or under a written partner agreement with Provider;
 - (f) use the Services to manipulate Third-Party Platforms in breach of their policies, including buying reviews, fake engagement, cloaking, doorway pages or link schemes;

- (g) introduce malicious code, or use the Platform to attack, probe or overload any site or service; or
- (h) permit access to the Platform by a competitor of Provider for evaluation or comparison purposes.

- 4.6** Each Party will deal with the other's personnel professionally and respectfully. Provider may suspend the Services, and may terminate under clause 8.6, where Customer or its personnel are abusive, threatening or persistently disrespectful towards Provider's personnel.
- 4.7** Customer will maintain at least one Named Approver with authority to bind Customer on Content approvals and to respond to approval requests within the timeframes in Schedule 2. Customer is bound by the acts and omissions of its Named Approvers and Authorised Users.
- 4.8** Customer warrants that: (a) it has the right to grant the access and licences in this Agreement for every Customer Site and Connected Account; (b) Customer Content is accurate and lawful and does not infringe third-party rights; (c) it holds all consents and has given all notices required for the Personal Data it provides; and (d) its use of the Services complies with the terms of the Third-Party Platforms it connects.

5. CONTENT, APPROVAL AND PUBLICATION

- 5.1** Every item of Generated Content that would be published to a Customer Site, Connected Account or Third-Party Platform requires per-item approval by a Named Approver before publication. This is the default on every Plan, including Orbit and Enterprise. Technical Optimisations are not Content and are governed by clause 3.3.
- 5.2** Approval is given by (a) approving the item in the Platform, (b) a Named Approver replying "approved", or an equivalent unambiguous confirmation, to the Platform's approval email, or (c) Customer itself publishing or using the item. Approvals are logged. A request for changes is not approval. Provider may treat an item as declined if no response is received within fourteen (14) days; declined and unanswered items still count towards the month's Allowances.
- 5.3** The Matrix is the only route to autonomous publication. Customer may designate content categories for autonomous publication by completing the Matrix, subject to the Restricted Topics. Provider may decline to activate a designation that it considers imprudent for the Customer Site. Customer may change or withdraw a designation by written notice, effective within two (2) Business Days. Items published under an active designation are Approved Content.
- 5.4** By approving Content or designating a category, Customer confirms that it has reviewed the Content, or the category's parameters, and that the Content is accurate, lawful, compliant with clause 4.4 and consistent with Customer's brand and commercial position. Customer is responsible for Approved Content and Published Content as if Customer had created them, except to the extent of Provider's obligations under clause 12.1. Provider does not fact-check, substantiate claims or verify regulatory compliance unless the Website states that a specific feature does so.
- 5.5** Content in a Restricted Topic is never published autonomously. Provider may decline, delay, edit or remove any Content or Technical Optimisation that it reasonably considers unlawful, defamatory, misleading, infringing, harmful, contrary to Third-Party Platform policies, likely to trigger platform enforcement against a Customer Site, or damaging to Provider's reputation. Declining is not a breach of this Agreement and does not reduce the Fees.
- 5.6** Generated Content is produced by artificial intelligence, with human oversight where the Plan includes it. It may contain errors, omissions, outdated information, fabricated references, unintended similarity to third-party material, or statements that require substantiation in Customer's sector. It is not professional advice. Customer must review it before approval. Humanisation and similar features do not guarantee any classification result by any detection tool or platform.

- 5.7** Provider may pace, reduce or sequence publication volumes below the Allowances where, in its professional judgement, the volume, pattern or quality of publication on a Customer Site would risk enforcement under search engine or AI platform policies (including policies on scaled content abuse and site reputation abuse) or would harm the Customer Site's standing. Provider will explain the reason on request. This does not reduce the Fees, because the governor protects the value of the Subscription.
- 5.8** If Provider receives a takedown notice, complaint, legal claim or platform notice concerning Published Content or a placement, Provider may unpublish or remove the item and will notify Customer. Customer may republish at its own risk.
- 5.9** Customer is responsible for any obligation under applicable law or platform policy to disclose the use of AI-generated content, synthetic media, avatars, sponsored placements or affiliate relationships.

6. CMS CHANGES, CHANGE LOG AND ROLLBACK

- 6.1** Customer authorises Provider and the Platform to make Technical Optimisations to each Customer Site, to publish Approved Content to the Customer Site and Connected Accounts, to create pages, redirects and files (including sitemaps and llms.txt), to install and maintain integration components, and to submit sitemaps and verifications to Third-Party Platforms.
- 6.2** The Platform records the changes it makes to a Customer Site, and these records are available in the Platform during the Term.
- 6.3** Provider will use reasonable efforts to ensure that changes are compatible with supported CMS versions. Customer acknowledges that third-party themes, plugins, caching layers, security tools and hosting configurations may interfere with changes, and that Provider is not responsible for downtime, errors or conflicts caused by them. Provider will assist with diagnosis on request.
- 6.4** On written request made within thirty (30) days after a Technical Optimisation is applied, Provider will reverse that SEO or GEO modification to the extent the Platform's rollback function permits, restoring the element to the state recorded in the change log. Rollback is limited expressly to SEO and GEO modifications made by the Platform. It does not extend to Published Content (which Customer may unpublish, or Provider will unpublish on request), to backlink placements or other third-party publications, to changes made by Customer or third parties after the modification, or to elements later altered by CMS, theme or plugin updates. Where rollback is not technically possible, Provider will provide the change log details so that Customer can restore the element manually.
- 6.5** On termination, Technical Optimisations and Published Content remain on the Customer Site as content. Provider is not obliged to remove them, but will honour rollback requests made within the window in clause 6.4, and will disconnect the Platform and stop all publishing on the effective date of termination.

7. FEES, BILLING AND TAXES

- 7.1** Fees are as stated in the Order Form, in United States dollars, per Customer Site (or per brand on Enterprise), billed monthly in advance from the Start Date. There is no annual billing option and no set-up fee unless the Order Form states one.
- 7.2** Payment is made by one of the following methods, as stated in the Order Form:
 - (a) Card: Customer authorises Provider to charge the payment card on file on the Start Date and on each monthly anniversary for the Fees then due, including add-ons and Orbit; or
 - (b) Invoice: invoices are payable within fifteen (15) days of the invoice date by bank transfer, without deduction or set-off. Bank charges are for Customer's account.

- 7.3** Fees for the Initial Term are a minimum commitment and are payable in full whether or not Customer uses the Services or provides access, except where this Agreement expressly provides for a refund or a release.
- 7.4** Overdue amounts bear interest at one per cent (1%) per month, or the maximum rate permitted by law if lower, from the due date until paid. If any amount remains unpaid ten (10) days after written notice, Provider may suspend the Services under clause 8.7 and may declare the remaining Fees for the Initial Term immediately due. Customer will reimburse Provider's reasonable costs of collection.
- 7.5** Fees are exclusive of VAT, GST, sales, use, digital services and similar taxes, which Provider will add where it is required to charge them. If a law requires Customer to withhold or deduct tax from a payment, Customer will pay an additional amount so that Provider receives the full Fees, and will provide official receipts for the amount withheld.
- 7.6** Fees do not change during the Initial Term. Provider may change the Fees for a Renewal Term, and may change Plan Schedule prices for new Order Forms, by giving at least thirty (30) days' notice. Customer may terminate an affected Order Form with effect from the date a Fee change would take effect, by written notice given before that date.
- 7.7** Customer must notify Provider in writing of any invoice dispute within fifteen (15) days of the invoice date, stating the grounds, and must pay the undisputed portion when due. The Parties will work in good faith to resolve the dispute within thirty (30) days.
- 7.8** Except as expressly stated in clauses 3.5, 7.6, 8.4, 8.5, 8.6, 17 and Schedule 1 Part C, Fees are non-refundable.
- 7.9** A chargeback or payment reversal initiated by Customer without a prior written dispute under clause 7.7 is a material breach of this Agreement.

8. TERM, RENEWAL, TERMINATION AND SUSPENSION

- 8.1** This Agreement begins on the Effective Date and continues until every Order Form has ended.
- 8.2** Each Subscription begins on the Start Date and continues for the Initial Term stated in the Order Form. The standard Initial Term is six (6) months. Provider may, in its discretion, permit a three (3) month pilot Initial Term where the Order Form says so. After the Initial Term, the Subscription renews automatically for successive periods of one (1) month (each a "Renewal Term") until terminated under this clause 8.
- 8.3** Customer may terminate an Order Form for convenience by giving not less than thirty (30) days' written notice, provided that termination takes effect no earlier than the last day of the Initial Term. Fees for the Initial Term remain payable in full.
- 8.4** Provider may decline any Order Form or Trial, and may terminate this Agreement or any Order Form at any time, for any reason or for no reason, by giving Customer not less than thirty (30) days' written notice. Provider is not required to give reasons. If Provider terminates under this clause 8.4: (a) Provider will refund, within thirty (30) days, any Fees paid in advance for the period after the effective date of termination; (b) Customer is released from the minimum commitment for the balance of the Initial Term; and (c) the Export Window in clause 8.8 applies. The Parties agree that this right is unconditional, that it forms part of the allocation of risk reflected in the Fees, and that no duty of good faith, reasonableness or rationality is implied into its exercise.
- 8.5** During the Onboarding Period Provider may terminate an Order Form with immediate effect by written notice if it determines, in its sole judgement, that the Customer Site, sector, content requirements or working relationship are not suited to the Services. Provider will refund all Fees paid under that Order Form within thirty (30) days, and neither Party will have any further liability in respect of that Order Form other than under clauses 9, 10 and 13.
- 8.6** Either Party may terminate an Order Form (or, if the breach affects all Order Forms, this Agreement) by written notice if the other Party: (a) commits a material breach that is not

remedied within thirty (30) days after written notice describing the breach, or within ten (10) days in the case of non-payment; (b) becomes insolvent, enters administration, liquidation or an equivalent process, or ceases to carry on business; or (c) becomes subject to sanctions or is controlled by a sanctioned person. Provider may also terminate immediately by written notice if Customer breaches clause 4.5 or 4.6, publishes or instructs unlawful Content, initiates a chargeback contrary to clause 7.9, or if continuing would in Provider's reasonable opinion expose Provider to legal liability, platform enforcement or reputational harm. If Customer validly terminates for Provider's unremedied material breach, Provider will refund prepaid Fees for the period after termination and Customer is released from the balance of the Initial Term. If Provider validly terminates for Customer's breach, the Fees for the remainder of the Initial Term become immediately due.

- 8.7** Provider may suspend all or part of the Services immediately where reasonably necessary to (a) address a security threat or Platform integrity issue, (b) comply with law or a Third-Party Platform requirement, (c) respond to non-payment under clause 7.4, or (d) prevent a breach of clause 4.5. Provider will notify Customer, limit the suspension to what is necessary and restore the Services promptly once the cause is resolved. Fees continue to accrue during a suspension caused by Customer.
- 8.8** On the effective date of termination or expiry of an Order Form:
- (a) Customer's right to use the Services for that Customer Site ends, and Provider will disconnect integrations and cease publishing;
 - (b) Customer will pay all Fees accrued to that date and any amounts due under clauses 8.3 or 8.6;
 - (c) Customer may export its Customer Data and reports through the Platform for thirty (30) days (the "Export Window"), after which Provider may delete Customer Data in accordance with Schedule 3;
 - (d) Published Content and Technical Optimisations remain on the Customer Site, subject to clause 6.5;
 - (e) backlink placements and third-party publications remain at the discretion of their hosts, and Provider has no obligation to maintain or remove them;
 - (f) Customer will revoke Provider's access, and Provider will delete any credentials it holds; and
 - (g) each Party will return or destroy the other's Confidential Information on request, subject to legal retention requirements and routine backups.
- 8.9** Clauses 1, 2.3, 2.4, 5.4, 6.5, 7, 8.8, 8.9, 9, 10, 11.3, 11.4, 12, 13, 14, 16, 18 and 19, Schedule 3, and any other provision that by its nature should survive, survive termination or expiry.

9. INTELLECTUAL PROPERTY

- 9.1** Provider and its licensors own all rights in the Provider Materials, including improvements made during the Term and any configurations, integrations, scripts, custom skills, prompts, agents and connectors built for a Customer Site, whether or not built at Customer's request or expense. No rights in Provider Materials are granted except the licence in clause 9.2, and no such licence survives termination.
- 9.2** Provider grants Customer a non-exclusive, non-transferable, non-sublicensable licence during the Term to access and use the Platform, through its Authorised Users, for the Customer Sites and Plan in the Order Form and for Customer's internal business purposes (and, for an agency under clause 2.9, for the client sites named in the Order Form).
- 9.3** Customer owns Customer Content. Customer grants Provider and its subcontractors a worldwide, non-exclusive, royalty-free licence during the Term to host, copy, process, analyse, adapt, transmit to Third-Party Platforms, AI Engines and sub-processors, and display Customer Content as needed to provide the Services, and thereafter as needed to comply with law and this Agreement.

- 9.4** On payment of the Fees for the month in which a Deliverable is approved, Provider assigns to Customer all right, title and interest (if any) that Provider holds in that Provider-Created Deliverable, excluding Provider Materials and any generic, reusable or non-Customer-specific elements, which Provider licenses to Customer for use within the Deliverable. Customer acknowledges that content generated wholly or partly by artificial intelligence may not qualify for copyright protection in every jurisdiction, and Provider gives no warranty that copyright subsists in any Deliverable. Provider may retain copies of Deliverables for records, quality assurance and the purposes in clause 9.6.
- 9.5** Provider does not own or control the third-party sites on which backlinks, earned media, listings or social content are placed. Those sites' terms govern each placement, and the host may alter or remove it at any time.
- 9.6** Provider may collect and use usage data, performance data, prompts, outputs and telemetry to operate, secure, benchmark and improve the Services, and may use Customer Data in aggregated or de-identified form that does not identify Customer, its clients or any individual. Provider does not use Customer Content to train generalised foundation models, and requires its AI sub-processors not to do so. Brand Memory, Brand Voice and taught facts are used only for the Customer that supplied them.
- 9.7** Provider may use suggestions and feedback from Customer without obligation or attribution.
- 9.8** Provider may identify Customer as a customer, and use Customer's name and logo in customer lists and marketing materials, unless Customer opts out in the Order Form. Case studies, quotations and published results require Customer's prior written consent.
- 9.9** Each Party reserves all rights not expressly granted in this Agreement.

10. CONFIDENTIALITY

- 10.1** "Confidential Information" means information disclosed by one Party to the other in connection with this Agreement that is marked confidential or would reasonably be understood to be confidential, including the Fees, Customer Data, Provider Materials, product roadmaps and reports. It excludes information that is or becomes public without breach, was already lawfully known to the recipient, is independently developed, or is received from a third party without restriction.
- 10.2** Each Party will use the other's Confidential Information only for the purposes of this Agreement, protect it with at least reasonable care, disclose it only to its personnel, Affiliates, professional advisers and subcontractors who need to know it and are bound by equivalent obligations, and notify the other promptly of any unauthorised use or disclosure.
- 10.3** A Party may disclose Confidential Information where required by law, court order or a regulator, provided that it gives the other Party notice where lawful and limits the disclosure to what is required.
- 10.4** These obligations continue for three (3) years after the end of the Term, and indefinitely for trade secrets and Personal Data.
- 10.5** The existence and terms of this Agreement are not confidential, and Provider may publish this Agreement on the Website.

11. WARRANTIES AND DISCLAIMERS

- 11.1** Each Party warrants that it is duly organised and validly existing, that it has authority to enter into this Agreement, and that doing so does not breach any other obligation binding on it.
- 11.2** Provider warrants that: (a) the Services will be performed with reasonable skill and care and materially in accordance with the description of the Plan in the Plan Schedule; (b) it will maintain commercially reasonable administrative, technical and physical security measures for the Platform; and (c) it will not knowingly introduce malicious code into a Customer Site.

- 11.3** Customer acknowledges that search engines, AI Engines and other Third-Party Platforms are operated by third parties whose algorithms, policies, indexes, models, APIs and enforcement decisions change without notice and are outside Provider's control. Provider does not warrant or guarantee:
- (a) any ranking, position, indexation, visibility, impressions, traffic, click-through, citation, mention, recommendation, share of voice, sentiment, score, index value, follower count, engagement, lead, enquiry, conversion, sale or revenue;
 - (b) that any placement, listing, post, article, reel or reply will be accepted, remain live, be indexed or produce any effect;
 - (c) that any AI Engine will retrieve, cite or accurately represent Customer;
 - (d) that the Services will be uninterrupted, error-free or free of vulnerabilities;
 - (e) any outcome from a Third-Party Platform, including the absence of penalties, demotions, deindexing, account restrictions, post removals or API changes; or
 - (f) that Generated Content will be free of errors, complete, current, original or fit for a regulated purpose.

Metrics, scores, indices, forecasts, competitor data and monitoring results are informational only. Nothing in this Agreement or the Website converts a metric or a target into a warranty, a condition of payment or a right to terminate.

- 11.4** To the fullest extent permitted by law, all other warranties, conditions and terms, whether express, implied, statutory or otherwise (including merchantability, satisfactory quality, fitness for purpose and, other than under clause 12.1, non-infringement), are excluded.
- 11.5** Customer's exclusive remedy for a breach of clause 11.2(a), notified in writing within thirty (30) days of the non-conformity, is re-performance of the non-conforming Services. If Provider cannot re-perform within a reasonable time, Provider will refund the Fees paid for the non-conforming Services for the affected month, and for a persistent failure Customer may terminate under clause 8.6.

12. INDEMNITIES

- 12.1** Provider will defend Customer against any claim by a third party alleging that a Provider-Created Deliverable, in the form delivered by Provider and approved by Customer, infringes that third party's copyright, and will pay the damages finally awarded against Customer or agreed by Provider in settlement. This obligation does not apply to a claim to the extent it arises from: (a) Customer Content, inputs, knowledge sources, instructions, facts, brand assets or third-party material supplied by or on behalf of Customer; (b) modification of the Deliverable other than by Provider; (c) combination of the Deliverable with material not supplied by Provider; (d) continued use after Provider has offered a replacement or requested removal; (e) images, voices, likenesses or media generated from Customer-supplied images, voices or likenesses; or (f) rights other than copyright, including trade marks, passing off, rights of publicity or moral rights. Provider may, at its option, modify or replace the Deliverable, or remove it and refund the portion of the Fees attributable to it. This clause 12.1 states Provider's entire liability, and Customer's sole remedy, for infringement claims.
- 12.2** Customer will defend, indemnify and hold harmless Provider, its Affiliates and their personnel against all claims, regulatory actions, fines, losses, damages, costs and expenses (including reasonable legal fees) arising out of or relating to: (a) Customer Content and any inputs, facts, claims or instructions supplied by or on behalf of Customer; (b) Approved Content and Published Content, except to the extent Provider is responsible under clause 12.1; (c) Customer's products, services, business practices and marketing claims, including their compliance with sector regulation, advertising, consumer protection and privacy laws; (d) Customer's CMS accounts, Connected Accounts and Third-Party Platform accounts, and any platform enforcement relating to them; (e) Customer's breach of clause 4 or of Schedule

3; or (f) any claim that Customer lacked the right to grant the access or licences in this Agreement.

- 12.3** The indemnified Party will notify the indemnifying Party promptly of a claim, allow it to control the defence and settlement, and give reasonable cooperation at the indemnifying Party's cost. The indemnifying Party will not settle a claim in a way that imposes obligations or admissions on the indemnified Party without its consent, not to be unreasonably withheld. The indemnified Party may participate with its own counsel at its own cost.

13. LIMITATION OF LIABILITY

- 13.1** Nothing in this Agreement limits or excludes liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) Wilful Misconduct; or (d) any other liability that cannot be limited or excluded by applicable law.
- 13.2** Subject to clause 13.1, neither Party is liable under or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise, for any: (a) indirect, incidental, special, exemplary, punitive or consequential loss; (b) loss of profit, revenue, business, contracts, opportunity, goodwill or anticipated savings; (c) loss of, or reduction in, rankings, visibility, traffic, citations, impressions, followers, engagement, reviews or leads; (d) penalties, demotions, deindexing, suspensions, bans, removals or other enforcement actions by Third-Party Platforms; (e) loss, corruption or unavailability of data, other than to the extent caused by Provider's breach of Schedule 3; (f) costs of procuring substitute services; or (g) loss arising from changes made to a Customer Site or Connected Account by Customer or a third party; in each case whether or not foreseeable and even if the Party was advised of the possibility.
- 13.3** Subject to clauses 13.1 and 13.4, each Party's total aggregate liability to the other arising out of or in connection with an Order Form, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution or otherwise, and across all categories of claim, will not exceed the total Fees paid by Customer under that Order Form in the twelve (12) months immediately before the event giving rise to the claim. Where the event occurs within the first twelve months of the Start Date, the cap is the Fees paid under that Order Form up to that date. For a Trial the cap is one hundred United States dollars (USD 100). There is no minimum floor and no multiplier.
- 13.4** The cap in clause 13.3 does not apply to: (a) the matters in clause 13.1; (b) Customer's obligation to pay Fees, interest and taxes; or (c) Customer's liability under the indemnity in clause 12.2 and for breach of clause 4.5.
- 13.5** The cap applies to all claims in aggregate and across all categories of claim, including breach of contract, indemnities, confidentiality, data protection and negligence. It is not increased by the number of claims, Affiliates, Authorised Users, Named Approvers or Customer Sites, and Fees under one Order Form are not aggregated with Fees under another.
- 13.6** A claim under or in connection with an Order Form must be notified in writing, with reasonable detail, within twelve (12) months after the claiming Party became aware, or ought reasonably to have become aware, of the facts giving rise to it; otherwise the claim is waived.
- 13.7** The Parties agree that the Fees reflect the allocation of risk in this clause 13 and clauses 11 and 12, and that Provider would not provide the Services at the Fees without it.

14. DATA PROTECTION AND SECURITY

- 14.1** Schedule 3 applies to all Personal Data that Provider processes on Customer's behalf in providing the Services.
- 14.2** Each Party will comply with the data protection laws applicable to it. Customer is the controller of the Personal Data in Customer Data, and Provider is the processor, except for account, billing, usage and contact data of Customer's personnel, for which Provider is a controller under the Privacy Notice on the Legal Page.

- 14.3** Provider will notify Customer without undue delay, and in any event within seventy-two (72) hours after becoming aware, of a Personal Data breach affecting Customer Data.
- 14.4** Customer will not provide to the Platform special category or sensitive Personal Data, payment card data, government identifiers or the Personal Data of children, unless the Order Form expressly provides for it.

15. THIRD-PARTY PLATFORMS AND AI ENGINES

- 15.1** The Services depend on Third-Party Platforms and AI Engines. Customer's use of them is subject to their terms and policies, which Customer must comply with. Provider is not a party to those terms.
- 15.2** Provider may add, suspend or withdraw support for any Third-Party Platform or AI Engine where its terms, APIs, pricing, policies or availability change, and will publish the current list on the Website. Withdrawal of a Third-Party Platform or AI Engine is not a breach and does not reduce the Fees, unless it removes the core functionality of a Plan (clause 3.5).
- 15.3** Provider is not responsible for the actions, outages, decisions or enforcement of Third-Party Platforms, including account restrictions, content removals, indexing decisions, model outputs and API changes. Provider's sole obligation in such an event is set out in term S2.7 (pause, assist, adjust).
- 15.4** Charges levied by Third-Party Platforms (for example advertising, premium API access, paid placements, verification or subscription fees) are not included in the Fees.

16. NON-SOLICITATION

- 16.1** During the Term and for twelve (12) months afterwards, neither Party will directly solicit for employment or engagement any employee or contractor of the other with whom it had material contact under this Agreement, without the other Party's written consent. General advertisements not targeted at such persons are permitted.

17. FORCE MAJEURE

- 17.1** Neither Party is liable for failure or delay in performance caused by events beyond its reasonable control, including Third-Party Platform outages or policy changes, internet or hosting failures, withdrawal of an AI model or API, cyber attack not caused by that Party's negligence, epidemic, government action, war, civil unrest, natural disaster, or labour disputes other than of its own staff, provided that it notifies the other Party and uses reasonable efforts to mitigate. Payment obligations are not excused. If a force majeure event continues for more than sixty (60) days, either Party may terminate the affected Order Form on written notice, with a pro-rata refund of prepaid Fees for the period after termination.

18. GENERAL

- 18.1** Notices must be in writing and sent by email to the addresses in the Order Form (for Provider: info@itsregen.com). A notice is deemed received on the next Business Day after sending unless a delivery failure is received. Notices of breach or termination must include the words "Legal Notice" in the subject line.
- 18.2** Customer may not assign or transfer this Agreement or an Order Form without Provider's written consent, which will not be unreasonably withheld for a solvent successor to the whole of Customer's business. Provider may assign this Agreement to an Affiliate or to a successor to its business or to the Platform, on notice to Customer.
- 18.3** This Agreement is the entire agreement between the Parties on its subject matter and supersedes all prior proposals, quotations, presentations, pilot documents, correspondence and understandings. Each Party confirms that it has not relied on any statement not set out in this Agreement or on the Website. Nothing in this clause excludes liability for fraud.

- 18.4** If any provision is held invalid or unenforceable, including under a mandatory law of Customer's jurisdiction that cannot be excluded, it is to be read down or severed to the minimum extent necessary and the remainder of this Agreement continues in effect. Where a mandatory law grants Customer a right that this Agreement limits, the limitation applies to the fullest extent that the law permits.
- 18.5** No waiver is effective unless in writing. Delay in exercising a right is not a waiver of it.
- 18.6** The Parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, fiduciary relationship or employment relationship, and neither Party is exclusive to the other.
- 18.7** No third party may enforce any term of this Agreement, except that Provider's Affiliates and personnel may enforce clauses 12.2 and 13. The Contracts (Rights of Third Parties) Act 1999, as applied in the Abu Dhabi Global Market, applies only to that extent.
- 18.8** This Agreement may be executed in counterparts and electronically. The English language version governs, and all communications under it will be in English.
- 18.9** Each Party will comply with the anti-bribery, anti-corruption, sanctions, export control and anti-money laundering laws applicable to it. Provider may decline or terminate a Subscription where Customer, its owners or a Customer Site is subject to sanctions, or is located in or targets a sanctioned territory.
- 18.10** Each Party bears its own costs in connection with this Agreement.
- 18.11** The Sub-processor List, the Privacy Notice and any acceptable use requirements published on the Legal Page form part of this Agreement. The body of this Agreement prevails over them in case of conflict.

19. GOVERNING LAW AND DISPUTES

- 19.1** This Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by the laws of the Abu Dhabi Global Market, including the English common law and the English statutes applied there under the Application of English Law Regulations 2015.
- 19.2** Before commencing proceedings, other than for urgent relief or the recovery of Fees, a Party will notify the other of the dispute in writing, and senior executives of both Parties will meet, including by video conference, within fifteen (15) Business Days to attempt to resolve it in good faith.
- 19.3** The Courts of the Abu Dhabi Global Market have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement. Provider may nevertheless bring proceedings to recover Fees, or to protect its intellectual property or Confidential Information, in any court of competent jurisdiction where Customer or its assets are located.
- 19.4** Either Party may seek interim or injunctive relief in any competent court to protect its intellectual property or Confidential Information.

Acceptance

This Agreement is accepted by Customer in the manner described in clause 2.2. Provider: REGENAI CLEO (ADGM Registration No. 33929). Version 1.1, effective 10 September 2026. Published on the Legal Page of regencleo.ai.

SCHEDULE 1: SERVICES, PLANS AND SUPPORT

Part A: Plans and prices

- A1** The Plans, prices, Allowances, inclusions and add-ons are those set out in the Plan Schedule published at regencleo.ai/pricing. The Plan Schedule is versioned and dated. The version in force on the Order Form date is identified in the Order Form, and a copy of that version is appended to the countersigned Order Form.
- A2** Fees are the Plan Schedule prices on the Order Form date, in USD, billed monthly, unless the Order Form records a different Fee, in which case the Fee recorded in the Order Form applies for the Initial Term (clause 7.6). There is no annual term.
- A3** Later versions of the Plan Schedule apply to an existing Order Form as set out in clause 3.11.
- A4** Add-ons are those set out in the Plan Schedule. An add-on requires a Plan that includes the underlying module and is billed monthly alongside the Plan.

Part B: How Allowances are read

- B1** A "site" is one registrable domain, its apex and www host together. Page counts refer to indexable pages. A second domain requires a second Order Form.
- B2** Every quantity in the Plan Schedule (keywords, pages, articles, prompts, backlinks, replies, posts, images, reels, reports and similar) is a monthly Allowance under clause 3.2: a maximum the Platform makes available, not a promise of delivery. Shared Allowances are single pools that more than one output draws from, as described in the Plan Schedule.
- B3** Where the Plan Schedule lists AI Engines as "available" and a smaller number as "running at a time", Customer may select which engines run within that limit. Engine availability is subject to clause 15.
- B4** Social posting from inside the Platform is to the platforms listed in the Plan Schedule. LinkedIn posting is to personal profiles only. Company pages, and any platform not listed in the Plan Schedule or listed as pending or not yet supported, are excluded until Provider confirms support in writing.
- B5** Orbit applies only where the Order Form states it. Orbit draws on the Plan's Allowances and adds none.
- B6** No Plan includes lead identification, visitor identification, review authorship, company-page posting, a human-written monthly review, paid media, advertising spend or outreach to third-party publications.

Part C: Support and availability

- C1** Support hours are 09:00 to 18:00 Gulf Standard Time on Business Days. Self-service Plans receive support through in-platform tickets with a response target of forty-eight (48) hours. Enterprise receives a dedicated presence steward, assigned on acceptance of the Order Form, with a response target of the same Business Day for requests received before 15:00 GST. Response targets are objectives, not warranties.
- C2** Provider will use reasonable efforts to make the Platform's core interface available at least 99.5% of the time in each calendar month, excluding: (a) scheduled maintenance notified at least twenty-four (24) hours in advance; (b) emergency maintenance; (c) unavailability of Third-Party Platforms, AI Engines, Customer's CMS or hosting; (d) causes attributable to Customer or its Authorised Users; (e) beta features; (f) suspensions under clause 8.7; and (g) force majeure.
- C3** If availability in a month falls below 99.5%, Customer may claim a service credit of five per cent (5%) of that month's Plan Fee for the affected Customer Site for each full one per cent (1%) below the target, up to a maximum of twenty per cent (20%) of that month's Plan Fee. Claims must be made in writing within thirty (30) days after the end of the month, with reasonable evidence. Credits are applied against future Fees, are not paid in cash, are not available during a Trial, and are Customer's sole and exclusive remedy for unavailability.

Part D: Onboarding timeline

- D1** Onboarding begins on the Start Date. Technical Optimisations begin after the CMS connection is complete and the initial audit has run. The brand voice profile is produced within ten (10) Business Days after Provider receives complete brand inputs under term S2.4. First Orbit items are produced within fifteen (15) Business Days after the brand voice profile is confirmed. On Enterprise, the presence steward is assigned on acceptance of the Order Form.
- D2** These timelines assume that Customer provides access and inputs under clause 4.1. They extend by any period of Customer delay and are objectives, not warranties.

SCHEDULE 2: STANDARD SERVICE TERMS

These terms apply to every Plan to the extent the relevant service line is included in it. Term references are to this Schedule ("S2").

S2.1 Delivery models

- S2.1.1** Self-service: on SEO + GEO and SEO + GEO + Social without Orbit, Customer operates the Platform. Provider supplies the Platform, Autonomous Mode, backlink placement, monitoring and support; Customer decides what to produce and approves it.
- S2.1.2** Orbit: where subscribed, the Platform decides what to produce within the Plan and produces it for approval under clause 5. Orbit is a service layer on the same Allowances.
- S2.1.3** Enterprise: includes Orbit, the presence steward, Perception, reels, campaigns, white-label reporting and the other Enterprise inclusions in the Plan Schedule. The steward coordinates delivery and reporting; the steward is not a compliance function and does not approve Content on Customer's behalf.
- S2.1.4** In every model, Allowances are maximums under clause 3.2, and per-item approval under clause 5.1 applies to Content.

S2.2 Onboarding, access and credentials

- S2.2.1** Customer creates every account the Services use, including CMS user accounts, search console and analytics properties, social accounts and review platform accounts, and grants the Platform access through the least-privilege role that permits the Services to function. Provider will specify the roles needed.
- S2.2.2** Provider never holds company identity credentials, and will not accept registrar, corporate email, banking, payment or government portal credentials. If Customer supplies them in error, Provider will delete them and notify Customer.
- S2.2.3** Where a Third-Party Platform requires an app, plugin or connector to be installed on the Customer Site or account (for example a WordPress plugin, a Shopify app or an OAuth application), Customer authorises the installation and keeps it installed for the Term. Removal of a connector suspends the affected Services without reducing the Fees.
- S2.2.4** Billing starts on the Start Date. Time lost to late access, incomplete inputs or Customer-side technical constraints is not credited.
- S2.2.5** Root-level files. Some Technical Optimisations are files written at the root of the Customer Site, including robots.txt, llms.txt, sitemap files and verification files. Where the CMS integration cannot write those files, Customer will either provide hosting, file or deployment access scoped to those files (for example a hosting control panel role, SFTP access limited to the site root, a theme file editor or a deployment pipeline), or apply the files Provider supplies within five (5) Business Days of receiving them. Provider does not hold root or account-owner hosting credentials; access is by a role or key that Customer can revoke at any time. Until access is provided or the files are applied, the affected Technical Optimisations are excluded and the Fees are not reduced.

S2.3 Technical Optimisations and Autonomous Mode

- S2.3.1** Technical Optimisations are written server-side into the Customer Site through the CMS integration. They follow published search engine and AI platform guidelines as Provider understands them at the time; guidelines change, and Provider does not warrant that any optimisation will be treated in any particular way.
- S2.3.2** The change log under clause 6.2 identifies each change, the element affected and the time applied. Rollback under clause 6.4 is available for thirty (30) days from each change.
- S2.3.3** Redirects, canonical tags, URL changes and new pages can affect indexing. Customer may exclude specific pages or sections from Technical Optimisations in the Platform, and must do so for pages subject to legal, regulatory or contractual constraints.

S2.3.4 On unsupported CMS platforms, Technical Optimisations are delivered as recommendations under clause 3.6.

S2.4 Content production, brand inputs and voice

S2.4.1 Customer supplies brand inputs through the Platform questionnaire and Brand Memory: guidelines, sources, taught facts, tone, prohibited claims, competitors and target audiences. Provider produces a brand voice profile from these inputs within ten (10) Business Days after receipt of complete inputs. Provider does not provide branding, positioning or naming advice.

S2.4.2 Articles, pages, posts and replies are generated from Customer's inputs, public sources and the Platform's research tools. Facts, statistics, quotations and references may be inaccurate or outdated and must be verified by Customer before approval, particularly where they concern Customer's own products, prices, credentials or results.

S2.4.3 Generated images are synthetic. Customer will not approve images that depict real identifiable people, registered marks of third parties, or regulated products in a non-compliant way. Generated media may not be eligible for copyright protection.

S2.4.4 Humanisation passes, sidebar edits, saved versions and knowledge sources are Allowances of the Plan. Rewrites requested under Orbit draw on the same Allowances.

S2.4.5 Publishing is to the CMS platforms listed in the Plan Schedule. Customer controls page templates, categories, authorship attribution and publication status in its CMS.

S2.5 Backlinks

S2.5.1 Backlink work is performed on a reasonable-efforts basis and depends on the availability of suitable third-party websites, which no party controls. Monthly volumes in the Plan Schedule are targets, not guaranteed minimums. Anything unplaced in a month carries into the following months within the Initial Term or the then-current Renewal Term and is not lost; carry-over does not survive termination.

S2.5.2 Foundation links are basic off-page placements: image submissions, bookmark submissions, classified listings and directory listings. Authority links start from competitor analysis and are secured on established referring domains and on sites where Customer's competitors are placed, where those sites will accept them. The kind of link is set by the Plan in the Plan Schedule.

S2.5.3 Prospective placements are screened against Provider's internal quality guidelines, which take account of domain authority, spam indicators and editorial quality where such data is available. The guidelines are working practices, not warranties. Provider does not contract on numeric authority thresholds, link-type ratios or traffic figures for any placement.

S2.5.4 Topical relevance is a weighed and preferred factor in selecting placements, not a required criterion. Placements are made on niche or category-related sites where suitable ones are available and otherwise on general-interest sites. Topical relevance is not a guaranteed attribute of any placement.

S2.5.5 Provider does not use automated link generation, private link networks, link exchanges or manipulative link schemes. Both dofollow and nofollow placements count towards the month, with the mix varying by availability.

S2.5.6 Monthly reporting identifies each placement with its source URL and placement date. Placements are hosted by third parties, may be edited or removed by them at any time, and Provider has no obligation to maintain, replace or remove a placement after it is made. Disavowal, link removal requests and penalty recovery work are not included.

S2.6 GEO monitoring, prompts, AI Engines and competitors

S2.6.1 Customer selects the prompts monitored and the competitors tracked within the Plan Allowances. Provider may suggest prompts and competitors; the selection is Customer's.

- S2.6.2** AI Engine responses vary by user, location, session, model version and time. Monitoring results are samples, not a complete or reproducible record. GEO Score, citation share, win rate, sentiment and similar metrics are Provider's informational measures under clause 11.3.
- S2.6.3** AI Engines may change, restrict or withdraw access without notice. Provider may substitute or remove an AI Engine under clause 15.2. Premium engines reserved for Enterprise are subject to availability.
- S2.6.4** GEO Improve messages, answer rewrites, FAQ injections and statistics or quotation injections change page content; they are Content where they create new text for publication and Technical Optimisations where they change structure or markup, and clause 5 or clause 3.3 applies accordingly.

S2.7 Social platforms and platform enforcement

- S2.7.1** Social monitoring covers the platforms listed in the Plan Schedule. Posting from inside the Platform is available to the platforms listed for the Plan, through Customer's Connected Accounts, and to LinkedIn personal profiles only. Platforms listed as pending, including TikTok, are excluded until Provider notifies Customer in writing that support is live.
- S2.7.2** Reply drafts, post ideas, scheduling and calendars are produced for Customer's review. Customer places replies and posts, unless a category is designated for autonomous publication in the Matrix. Posting support quantities on Enterprise are Allowances.
- S2.7.3** Customer owns and controls every social account and is responsible for compliance with each platform's terms, including rules on automation, third-party tools, disclosure and engagement. Customer will maintain recovery access and two-factor authentication on every account.
- S2.7.4** Platforms may restrict, suspend, ban, shadow-limit or remove accounts, posts, replies or reach at any time, with or without stated reasons, and may change or withdraw API access. Provider does not control these actions and is not liable for them or for any loss of followers, reach, content or account history that results. If a platform takes such action, Provider's sole obligation is to: (a) pause the affected activity; (b) assist Customer with reasonable information for an appeal, where the platform offers one; and (c) adjust the approach for that platform or redirect the Allowance to other platforms in the Plan where practicable. This pause-assist-adjust obligation is Customer's sole and exclusive remedy for platform enforcement.
- S2.7.5** Volumes published in the Plan Schedule for replies, posts, ideas, images and engagement keywords are Platform capacity, not delivery commitments, and are subject to platform rate limits and clause 5.7.

S2.8 Perception: reviews, mentions and PR (Enterprise)

- S2.8.1** Provider does not write, post or solicit reviews in any name, and does not create, edit or remove reviews on any platform. Review acquisition features help Customer invite its own genuine customers to leave reviews in accordance with each platform's rules; Customer is responsible for the lawfulness of every invitation and incentive under the laws applicable to it, including rules against fake, incentivised or undisclosed reviews.
- S2.8.2** Review reply drafts are Content and require approval. Directory listing presence and brand mention tracking are monitoring and informational features.
- S2.8.3** Provider does not perform media relations, journalist outreach or press release distribution. Mentions and PR tracking report what third parties publish; Provider has no influence over it.

S2.9 Reels and synthetic media (Enterprise)

- S2.9.1** Brand reels, AI clips and avatar presenters are produced from Customer's script, brand template and prompts. Avatar presenters and narration are synthetic. Customer will not supply, and Provider will not use, the likeness or voice of a real person without that person's documented consent supplied by Customer.

S2.9.2 Stock elements, music, fonts, voices and avatar assets used in reels are licensed for use within the reel as delivered. Customer may not extract or reuse them separately. Clause 9.4 applies to the reel as a whole, subject to those licences.

S2.9.3 Reels are Content and require approval. Customer is responsible for any synthetic media labelling or disclosure required by law or platform policy under clause 5.9.

S2.10 Long-form publishing and earned media

S2.10.1 Long-form authority articles for earned presence are published to Medium and LinkedIn only, through Customer's own Connected Accounts, and draw on the article Allowance. Provider has no outreach obligation to any other publication, editor or platform.

S2.10.2 Off-page opportunity recommendations (where to post so that AI Engines start citing Customer) are recommendations. Customer decides whether and where to post, and each destination's terms govern the post.

S2.11 Keywords, metrics and reporting

S2.11.1 Keyword research, rank tracking, competitor analysis, audits, scores and indices are informational. Rankings and results are measured from Provider's tooling and may differ from what any user sees. Nothing converts a metric into a warranty, a condition of payment or a termination right (clause 11.3).

S2.11.2 Monthly PDF reports are generated by the Platform and emailed; they are not written or reviewed by a person unless the Plan includes the presence steward, in which case the steward reviews the report before it is sent. Reports are provided as non-editable PDFs and in-platform dashboards. White-label reporting is an Enterprise feature and may carry Customer's branding in place of Provider's.

S2.11.3 Report Allowances are shared pools where the Plan Schedule says so, and reports beyond the Allowance are available in the Platform dashboards.

S2.12 Restricted Topics and compliance

S2.12.1 The default Restricted Topics are listed in Schedule 4. Customer may add topics in the Order Form or the Matrix and may not remove default topics. Content in a Restricted Topic is produced only where the Plan permits it and is always subject to per-item approval by a Named Approver.

S2.12.2 Approval of any Content by Customer is Customer's confirmation that the Content complies with the laws and rules applicable to Customer (clause 5.4). Provider may decline to produce or publish content under clause 5.5 and may require Customer to supply substantiation for claims before publication.

S2.13 Data access, export and platform IP

S2.13.1 During the Term Customer may export its Customer Data, Deliverables and reports through the Platform at any time, and at least monthly Provider makes the reports of the previous month available for download. The Export Window in clause 8.8 applies after termination.

S2.13.2 Configurations, integrations, connectors, custom skills, prompts, agents and scoring built or tuned for Customer are Provider Materials under clause 9.1. They are provided at no additional charge during the Term and no licence to them survives termination. Brand Memory content supplied by Customer remains Customer Content and is exportable.

S2.13.3 Provider retains Platform logs, change logs and audit records for its own compliance and dispute purposes for up to twenty-four (24) months after termination.

S2.14 New features and general release

S2.14.1 Features that Provider releases generally become available to the Plans that include them under clause 3.5. Where a new feature would publish Content or make changes to a

Customer Site, it follows the default in clause 5.1 and is added to the Matrix categories; Customer may designate it for autonomous publication only through the Matrix.

S2.14.2 Features in beta or early access on Enterprise are provided under clause 3.9. Lead identification and visitor identification features are not part of any Plan unless Provider offers them in writing.

S2.15 Enterprise terms

S2.15.1 Enterprise page scope is the page scope stated for Enterprise in the Plan Schedule. Pages beyond that scope are excluded from Technical Optimisations.

S2.15.2 Data residency: where the Order Form records a data residency region, Provider stores Customer Data at rest in the Platform's primary database for that region. Data residency does not cover data processed transiently by Third-Party Platforms, AI Engines, sub-processors, crawlers, monitoring tools or content delivery networks, which may process data in other regions as disclosed on the Sub-processor List.

S2.15.3 Bespoke integrations are scoped in writing by Provider, remain Provider Materials, and are delivered as Provider determines is practicable. Campaign and brand persona Allowances are as set out in the Plan Schedule.

S2.15.4 The presence steward coordinates delivery, reviews reports and is Customer's single point of contact. The steward may be changed by Provider on notice.

S2.16 Pilot terms

S2.16.1 Where Provider permits a three (3) month pilot Initial Term, the pilot is reviewed on usage and delivery against the Allowances, not against rankings, traffic or other outcomes. The pilot renews monthly under clause 8.2 unless either Party terminates under clause 8.

S2.16.2 A Customer that converts a pilot to a standard Subscription for the same Customer Site within thirty (30) days after the pilot ends is not charged for re-onboarding.

SCHEDULE 3: DATA PROCESSING TERMS

- S3.1** Definitions. "Data Protection Laws" means the ADGM Data Protection Regulations 2021 and, to the extent applicable to the processing in question, the EU General Data Protection Regulation 2016/679, the UK GDPR and Data Protection Act 2018, the UAE Federal Decree-Law No. 45 of 2021, and any other data protection law applicable to a Party. "Personal Data", "controller", "processor", "data subject", "processing" and "personal data breach" have the meanings given in the Data Protection Laws. "Sub-processor List" means the list of Provider's sub-processors published on the Legal Page.
- S3.2** Roles and scope. Provider processes Personal Data contained in Customer Data as processor on Customer's behalf for the purpose of providing the Services during the Term. The subject matter is the operation of the Services for the Customer Sites and Connected Accounts. The data subjects are Customer's personnel, customers, prospects, website visitors, social media users who interact with Customer, and other individuals whose data appears in Customer Content. The categories are identifiers, contact details, published statements, engagement data and analytics data. Special category data is excluded under clause 14.4.
- S3.3** Customer instructions. Provider will process Personal Data only on Customer's documented instructions, which are this Agreement, the Order Form, the Matrix and the settings Customer configures in the Platform, unless required by law to do otherwise, in which case Provider will inform Customer before processing where legally permitted. Provider will inform Customer if, in its opinion, an instruction infringes Data Protection Laws.
- S3.4** Customer obligations. Customer is responsible for the lawfulness of the Personal Data it provides and of the instructions it gives, for providing notices and obtaining consents required from data subjects, for its own security settings and for configuring the Platform appropriately, including the exclusion of pages or content that should not be processed.
- S3.5** Confidentiality and personnel. Provider will ensure that persons authorised to process Personal Data are bound by confidentiality obligations and process it only as needed to perform the Services.
- S3.6** Security. Provider will implement appropriate technical and organisational measures having regard to the state of the art, the costs of implementation and the risks of the processing, including encryption of data in transit and at rest, role-based access controls, multi-factor authentication for Provider personnel, logging and monitoring, secure development practices, regular backups and periodic review of these measures. A summary of current measures is available on request.
- S3.7** Sub-processors. Customer authorises Provider to engage the sub-processors on the Sub-processor List, including hosting providers, AI model providers, email delivery providers and monitoring tools, and to engage new sub-processors on fifteen (15) days' notice published on the Legal Page or sent by email. Customer may object in writing within that period on reasonable data protection grounds; if the objection cannot be resolved, Customer may terminate the affected Order Form with a pro-rata refund of prepaid Fees for the period after termination, as its sole remedy. Provider will impose data protection obligations on each sub-processor that are in substance no less protective than this Schedule and remains responsible for their performance.
- S3.8** AI Engines and generative tools. Customer acknowledges and instructs that Customer Content, including Personal Data it contains, may be sent to AI model providers and AI Engines as sub-processors or, where Customer connects its own accounts, as independent services, for the purposes of generating Content, monitoring visibility and analysing results. Provider contracts with AI model providers on terms that prohibit the use of Customer Content to train their generalised models.
- S3.9** International transfers. Customer authorises transfers of Personal Data to the locations of Provider and its sub-processors as disclosed on the Sub-processor List. Where a transfer from the ADGM, the EEA, the UK or another jurisdiction requires a transfer mechanism, the Parties incorporate by reference the applicable standard contractual clauses (the ADGM

standard contractual clauses for transfers under section 42 of the ADGM Data Protection Regulations 2021, the European Commission standard contractual clauses (Decision 2021/914, module two) and the UK International Data Transfer Addendum), with Customer as data exporter and Provider as data importer, and with the details in this Schedule and the Order Form completing their annexes. In case of conflict, those clauses prevail for the transfer they govern.

- S3.10** Assistance. Taking into account the nature of the processing, Provider will assist Customer, by appropriate technical and organisational measures and insofar as possible, with responding to data subject requests, and with security, breach notification, impact assessment and consultation obligations. Provider may charge reasonable fees for assistance that goes beyond the Platform's self-service tools.
- S3.11** Personal data breach. Provider will notify Customer under clause 14.3, will provide the information reasonably available to it about the nature of the breach, the categories and approximate numbers of data subjects and records concerned, the likely consequences and the measures taken or proposed, and will cooperate with Customer's investigation. Notification is not an admission of fault.
- S3.12** Deletion and return. During the Export Window Customer may export Customer Data. Provider will delete Customer Data within ninety (90) days after the Export Window ends, and from routine backups within twelve (12) months, except to the extent retention is required by law or for the records in term S2.13.3, which Provider will continue to protect under this Schedule.
- S3.13** Audit. Provider will make available the information reasonably necessary to demonstrate compliance with this Schedule, including responses to a reasonable written security questionnaire not more than once in any twelve (12) months and any third-party audit reports or certifications Provider holds. An on-site audit is available only where required by a supervisory authority or by Data Protection Laws following a personal data breach, on at least thirty (30) days' notice, during business hours, no more than once a year, by an independent auditor bound by confidentiality, at Customer's cost, and without access to other customers' data.
- S3.14** Data residency. Term S2.15.2 applies where an Enterprise Order Form records a data residency region.
- S3.15** Liability. Each Party's liability under or in connection with this Schedule and the standard contractual clauses incorporated by it is subject to clause 13, to the extent permitted by Data Protection Laws.

SCHEDULE 4: CONTENT APPROVAL MATRIX AND RESTRICTED TOPICS

This Schedule sets the default approval rules and the form of the Content Approval Matrix. Per-item approval by a Named Approver is the default for every category of Content (clause 5.1). A Customer that wants a category published without per-item approval completes Part B and returns it to Provider under clause 5.3. Provider may decline to activate a designation (clause 5.3). Part C lists the default Restricted Topics, which always require per-item approval and cannot be designated for autonomous publication.

Part A: Named Approvers

Name	Role and email	Categories they may approve
		All categories

At least one Named Approver is required. Approvals by any Named Approver bind Customer. Changes to Named Approvers are notified in writing under clause 18.1.

Part B: Approval designation by category

Tick "Autonomous" only for categories the Customer wants published without per-item approval. Where a row is left blank, per-item approval applies. Technical Optimisations run under Autonomous Mode (clause 3.3) and are listed for completeness.

Category	Per-item approval	Autonomous	Conditions (Customer may narrow, not widen)
Technical Optimisations (meta, headings, alt text, canonical, schema, redirects, internal links, sitemaps, llms.txt, URL optimisation)	Available in review mode	Default (Autonomous Mode)	Pages or sections excluded in the Platform are never changed
New pages (including AI-generated pages)	Default	☐	Within Brand Memory; no Restricted Topics
Articles and long-form content (Quill), including GEO articles	Default	☐	Within Brand Memory; no Restricted Topics; sources verified
On-page GEO rewrites, FAQ, statistics and quotation injections	Default	☐	Statistics only from Customer-supplied or cited public sources
Social posts (including images)	Default	☐	Platforms: _____; no Restricted Topics
Social replies and engagement	Default	☐	No replies on complaints, disputes, legal or regulatory matters
Review responses (Enterprise)	Default	☐	Positive reviews only; negative reviews always per-item
Reels and synthetic media (Enterprise)	Default	☐	Not available for autonomous publication
Long-form earned media to Medium and LinkedIn	Default	☐	Within Brand Memory; no Restricted Topics

Category	Per-item approval	Autonomous	Conditions (Customer may narrow, not widen)
Backlink placements	Not applicable	Default	Placements follow term S2.5 and are reported monthly
Any feature released after the Order Form date (term S2.14)	Default	☐	As agreed in writing when the feature is released

Part C: Restricted Topics

The following topics always require per-item approval by a Named Approver and cannot be designated for autonomous publication. Provider may decline to produce content on them under clause 5.5. Customer may add topics in Part D.

- C1** Medical, health, nutritional, therapeutic or safety claims about any product, service or practice.
- C2** Financial, investment, insurance, credit, pension, tax or legal advice, or statements about the suitability, returns, coverage, exclusions or terms of any financial, insurance or legal product.
- C3** Regulated or age-restricted products and services, including alcohol, tobacco and vaping, cannabis, gambling, weapons, pharmaceuticals and adult content.
- C4** Comparative claims that name a competitor, and any claim of being the best, first, largest, cheapest, safest, or number one, or any use of the words "guaranteed", "risk-free" or "proven".
- C5** Prices, discounts, promotions, offers, refunds, warranties and contractual terms of Customer's products or services.
- C6** Statements about litigation, regulators, investigations, complaints, incidents, outages, recalls, data breaches or crises involving Customer or any third party.
- C7** Statements about identifiable individuals, including employees, customers, public figures and reviewers, other than attributed quotations supplied by Customer with consent.
- C8** Political, religious, electoral and social-issue content, and content about protected characteristics.
- C9** Environmental, sustainability, ethical sourcing, certification and social impact claims.
- C10** Employment, recruitment, workplace and salary statements, and content directed at children.
- C11** Any content that uses the likeness, voice, name or trade marks of a third party.

Part D: Customer additions

Additional Restricted Topic	Instruction (for example: always per-item; never produce)

Part E: Confirmation

The Customer confirms that it has completed this Matrix, that the designations in Part B reflect its instructions under clause 5.3, and that items published under an active designation are Approved Content for which Customer is responsible under clause 5.4.

For the Customer	Acknowledged by Provider
Name:	Name:
Title:	Title:
Date:	Date:
Signature:	Signature: