MVPR MASTER SERVICES AGREEMENT

Version: November 2026 · **Effective:** for Orders dated on or after the date of publication at https://mvpr.io/legal/msa · **Supersedes:** September 2025 version

IF YOU HAVE A SEPARATE, SIGNED AGREEMENT GOVERNING YOUR USE OF THE SERVICES, THE TERMS AND CONDITIONS OF SUCH OTHER AGREEMENT SHALL PREVAIL OVER ANY CONFLICTING TERMS OR CONDITIONS IN THIS AGREEMENT. IF YOU DO NOT, THEN BY (1) CHECKING A BOX INDICATING YOUR ACCEPTANCE, (2) EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES IN WHOLE OR IN PART, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS. IF YOU DISAGREE, YOU DO NOT HAVE THE RIGHT TO USE THE SERVICES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. THIS AGREEMENT IS EFFECTIVE AS OF THE EARLIER OF (A) YOUR INITIAL ACCESS TO THE SERVICES OR (B) THE EFFECTIVE DATE OF THE FIRST ORDER REFERENCING THIS AGREEMENT ("EFFECTIVE DATE").

1. DEFINITIONS

All definitions used in the Agreement are specified in Annex A.

2. AGREEMENT

2.1. This Agreement governs Your access to and use of the Services specified in the applicable Order. This Agreement will begin on the Effective Date and continue until the earlier of: (i) termination for cause in accordance with Section 12, or (ii) expiration or termination of all Orders under this Agreement.

2.2. The documents forming the Agreement apply in the following order of precedence in the event of any conflict or inconsistency between them: (a) the Data Processing Agreement, in respect of the processing of Personal Data; (b) the applicable Order, in respect of Fees, billing and payment, suspension for non-payment, Subscription Term, continuation and renewal, notice periods, scope of Services, key performance indicators and any remedies for them; (c) this Agreement; (d) the Service Level Agreement; and (e) the AI Addendum. An Order issued by an Authorised Reseller may not amend this Agreement without Our express written consent. Any terms included in Your purchase order, general terms of business, vendor registration portal or other document issued by You are for Your administrative convenience only and will not be binding on Us.

3. OUR OBLIGATIONS

3.1. During the Subscription Term, and subject to the terms and conditions of this Agreement and any limitations specified in an Order, We shall: (i) make the Cloud Service available to You in accordance with the Documentation and the Service Level Agreement; (ii) provide Support Services in accordance with the Service Level Agreement; and (iii) provide the Professional Services (including any PR Services) as further described in each Order.

3.2. We are solely responsible for all matters relating to the payment of Our employees and contractors, including without limitation compensation, benefits, pension contributions, taxes and social security contributions, and for complying with all employment laws applicable to Us.

3.3. PR Services. Where an Order includes PR Services, the following applies in addition to the other terms of this Agreement: (i) PR Services are Professional Services and will be performed in accordance with Section 9.1(d); (ii) media coverage, journalist responses, publication dates, placement, tone and audience depend on the independent editorial decisions of third parties, and We do not guarantee any particular coverage or any other outcome that depends on a third party; (iii) volumes or activities stated in an Order (for example "up to" a number of releases, pitches or articles) are capacity limits and not commitments to results; and (iv) any key performance indicators stated in an Order are targets, and Your sole remedy for a shortfall against them is the remedy (if any) expressly stated in that Order.

4. RIGHTS OF ACCESS AND YOUR OBLIGATIONS

4.1. Subject to the terms of this Agreement, and except as otherwise permitted in the Documentation, during the Subscription Term, You may enable User access to and use of the MVPR Materials solely for Your internal business purposes in accordance with the use limitations specified in the applicable Order and not for the benefit of any third parties. Your third-party suppliers or contractors may access and use the MVPR Materials for the sole purpose of providing their goods and/or services to You.

4.2. You shall: (i) be responsible for Your Users' compliance with this Agreement, the Documentation and any use limitations specified in the applicable Order; (ii) use commercially reasonable efforts to prevent any unauthorised access to or use of the MVPR Materials and promptly notify Us in the event of any such unauthorised access or use; (iii) have sole responsibility for the accuracy, quality and legality of all Customer Data and Customer Materials; (iv) be solely responsible for uploading Customer Data and making appropriate backups of such Customer Data; (v) obtain any legally necessary consents from, and provide required privacy notices to, any party whose Personal Data You input into the Services or otherwise provide to Us; (vi) review and approve all Output before publication or external use, and remain responsible for its publication; and (vii) reasonably cooperate with Us on any matters relating to the Professional Services, including by providing timely access to information, materials, spokespeople and approvals.

4.3. You shall not: (i) use the Services for the benefit of anyone other than Yourself or Your Affiliates, unless expressly stated otherwise in an Order or the Documentation; (ii) send, store or transfer infringing, obscene, threatening, libellous or otherwise unlawful or tortious material, including material that violates privacy rights or Proprietary Rights, in connection with the Services; (iii) knowingly input, store or transmit any Malware in connection with the Services; (iv) except as specified in the Documentation, modify, copy, translate or create derivative works based on the MVPR Materials or any part, feature, function or user interface thereof; (v) except to the extent permitted by applicable law, disassemble, reverse engineer or decompile the MVPR Materials, or use them to build a competitive product or service or one with similar ideas, features, functions or graphics; or (vi) use the Services or Output to train, fine-tune or evaluate a machine-learning model that competes with the Services.

4.4. The MVPR Materials may contain technical features that allow Us to verify Your compliance with the limitations in this Agreement and the applicable Order. Upon Our reasonable request, You shall certify in writing that Your use of the MVPR Materials complies with such limitations. Any use of the MVPR Materials in breach of this Section 4 may result in: (i) termination for breach in accordance with Section 12.3; or (ii) the immediate suspension of the Services if We reasonably believe that such use threatens the security, integrity or availability of the Services. We will promptly notify You of any such suspension and the reason for it and, where reasonable to do so, We shall give such notice in advance and work with You in good

faith to cure the breach before suspending Your access. Any suspension will be limited to the scope and duration reasonably required to address the issue.

5. FEES AND PAYMENT

5.1. Except as expressly stated herein, Fees are non-refundable. Where Your Order is directly with MVPR, You shall pay Us the Fees agreed in the applicable Order in accordance with the terms specified therein. Where You have ordered via an Authorised Reseller, You shall pay the fees agreed with such Authorised Reseller. If You use the MVPR Materials in excess of the scope of this Agreement or the applicable Order, You shall pay all Fees attributable to such overuse in accordance with Our then-current price list. You are responsible for paying, and will be invoiced for, any fees or charges associated with using Your vendor registration or payment processing tool(s).

5.2. Collection of Fees. Unless the applicable Order provides for invoiced prepayment, Fees are collected monthly in advance on the collection date stated in the Order by Direct Debit or by charge to the payment card held on file, in each case through Our payment processor. You authorise Us to collect all Fees payable under an Order in this way, including subscription fees, licence fees, usage-based fees, overage fees and any success or performance fees described in the Order, and You shall maintain a valid payment method on file throughout the Subscription Term. A collection that fails or is reversed is an unpaid amount from its due date. Where an Order provides for invoiced prepayment, each invoice is payable within thirty (30) days of its date unless the Order states otherwise.

5.3. If, in good faith, You dispute the accuracy of any portion of an invoice or collection, You shall pay all undisputed portions when due, but may withhold the disputed portion provided that You give Us written notice of the dispute, with reasons, before the due date (or, for an amount already collected, within fourteen (14) days of collection) and use commercially reasonable efforts to resolve the dispute promptly.

5.4. Unless otherwise specified in the applicable Order, all Fees exclude any direct or indirect taxes, levies, duties or similar governmental assessments, including without limitation any sales, use, value-added, withholding or similar taxes ("Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section, the appropriate amount shall be included as a line item on Your invoice and will be payable by You, unless You provide Us with a valid tax exemption certificate authorised by the appropriate taxing authority. If any withholding or deduction is required by law, You shall pay Us such additional amount(s) as will ensure that We receive the same total amount that We would have received if no such withholding or deduction had been required. We are solely responsible for taxes based upon Our net income, assets, payroll, property and employees.

5.5. Suspension for Non-Payment. Without prejudice to any other rights We may have, if any undisputed amount is not paid by its due date, or if We verify that You have not paid an Authorised Reseller in accordance with the relevant partner agreement, We may suspend Your access to all or part of the Services upon seven (7) days' prior written notice, until payment is made in full. Fees continue to accrue during any period of suspension.

5.6. Late Payment. If any undisputed amount is not paid by its due date, We may claim interest and fixed-sum compensation under the Late Payment of Commercial Debts (Interest) Act 1998 and recover Our reasonable costs of collection.

5.7. No Set-Off. You shall pay all Fees in full without set-off, counterclaim, deduction or withholding of any kind, except for amounts disputed in good faith in accordance with Section 5.3 or deductions required by law.

6. PROPRIETARY RIGHTS

6.1. As between You and Us, We are and remain the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to the MVPR Materials and Services, including all modifications and derivatives thereto. No rights are granted to You other than as expressly set forth herein.

6.2. As between You and Us, You are and remain the exclusive owner of all right, title and interest (including without limitation the Proprietary Rights) in and to the Customer Materials, including the Output and all modifications and derivatives thereto. Subject to this Agreement, You hereby grant Us and Our Representatives the right to access, use, process, aggregate and anonymise Customer Data and information derived from Your use of the Services to: (a) maintain and provide the Services; (b) meter Your consumption and ensure compliance with any limitations specified in an Order; (c) improve, modify and develop Our products, services and features, provided that any data used for this purpose outside the provision of the Services to You is first aggregated and anonymised so that it no longer identifies You, Your Users or any individual; and (d) perform such other actions as described in the Documentation or the MVPR Privacy Notice, or as otherwise authorised by You in writing. No rights are granted to Us other than as expressly set forth herein.

6.3. To the extent You provide feedback regarding Our Services, products, business or development plans, or technology roadmaps, including, without limitation, comments or suggestions regarding the possible creation, modification, correction, improvement or enhancement of the Services or other products (collectively "Feedback"), You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free licence to use such Feedback without restriction. You are not obligated to provide Feedback and We are not obligated to use Feedback.

7. CONFIDENTIALITY

7.1. Each party retains all Proprietary Rights in its Confidential Information. Except as expressly authorised herein, each party will hold in confidence and not disclose any Confidential Information of the other party except: (i) to its Representatives who have a need to know such information for purposes of performing under this Agreement and who are bound to keep the information confidential on terms no less restrictive than those contained in this Agreement; (ii) as permitted in writing by the other party; (iii) to the extent required under applicable law or regulation after giving the disclosing party (if legally allowed) an opportunity to seek legal protection or otherwise prevent or limit disclosure of the Confidential Information; or (iv) to the extent such Confidential Information becomes public through no fault of the receiving party. The parties each shall have the right to provide the Authorised Reseller with this Agreement. The parties will ensure that their Representatives comply with this Agreement and will be responsible for any unauthorised use or disclosure of Confidential Information by such Representatives.

7.2. Upon request, the receiving party shall destroy or return to the disclosing party all materials containing any of the Confidential Information. A party's obligation to return or destroy Confidential Information does not apply to the extent: (i) required by applicable law or regulation, or (ii) contained in archived computer system backups made in accordance with the receiving party's security or disaster recovery procedures, provided in each case that any

retained Confidential Information shall remain subject to the confidentiality obligations of this Agreement until so returned or destroyed. The parties acknowledge that unauthorised disclosure of Confidential Information may cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure, the disclosing party shall be entitled to seek appropriate equitable relief in addition to any other remedies it might have at law.

8. DATA PROTECTION AND CUSTOMER DATA

8.1. We shall maintain appropriate administrative, physical, organisational and technical safeguards for protection of the security, confidentiality and integrity of Your Customer Data, including measures designed to protect against unauthorised access to or disclosure of Customer Data, as described in the Data Processing Agreement and the Trust Centre.

8.2. If in the course of providing the Services We process any Personal Data contained in the Customer Data, the Data Processing Agreement shall apply to such processing. The Data Processing Agreement sets out the Sub-processors We use, including the third-party AI providers described in the AI Addendum, and You acknowledge that the Services cannot be provided without them.

8.3. Customer Data is available to You for export or download at any time during the Subscription Term. If not separately agreed between the parties in writing, within thirty (30) days of the termination or expiration of Your Subscription, We will delete or destroy any Customer Data then in Our possession unless applicable law requires retention for a longer period. Any retained data is subject to the confidentiality provisions of this Agreement.

9. WARRANTIES

9.1. We warrant that during the applicable Subscription Term: (a) the Cloud Service will substantially perform as specified in the Documentation when used in accordance with the terms of this Agreement; (b) We will not materially reduce the overall level of beneficial service provided to You under the Service Level Agreement; (c) the Cloud Service has been and will for the duration of the Subscription Term continue to be tested for Malware (including without limitation scanning with current versions of industry-standard antivirus software); and (d) Professional Services will be performed in a professional and workmanlike manner with reasonable skill and care in accordance with industry standards.

9.2. Our sole liability (and Your exclusive remedy) for any breach of the foregoing warranty shall be to correct the nonconformity, provide You with a functionally equivalent replacement or, in the case of Professional Services, re-perform the nonconforming services, provided You have notified Us of such nonconformity within thirty (30) days of the performance thereof. If We cannot reasonably make such correction, substitution or re-performance, as determined in Our sole discretion acting in good faith, We will refund You (or, in the case Your Subscription is purchased through an Authorised Reseller, arrange through such Authorised Reseller the refund of) any prepaid Fees covering the remainder of the Subscription Term for the nonconforming Service (or any Fees paid for the nonconforming Professional Services) and terminate Your access to and use of the affected Service for which You have received the refund.

9.3. Each party warrants to the other that: (a) it has the authority to enter into the Agreement, to grant the rights granted by it under the Agreement, and to perform its obligations under the Agreement; and (b) it will comply with any law or regulation applicable to such party in performance of its duties and obligations under this Agreement.

9.4. AI Output. The Services use large language models and other AI systems provided by third parties, as described in the AI Addendum. You acknowledge that Output is generated probabilistically and may contain errors, omissions or content that is inaccurate, incomplete or out of date; that similar prompts may produce similar Output for different customers; and that Output must be reviewed by You before it is relied upon or published. We do not warrant that Output will be accurate, complete, original, free of third-party rights or fit for any particular purpose, and We are not responsible for the availability or performance of third-party AI providers except as set out in the Service Level Agreement.

9.5. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10. INDEMNIFICATION

10.1. Our Indemnification Obligations. We shall defend and/or settle, at Our expense, any third-party claim brought against You, Your Affiliates or Your Representatives alleging that the Cloud Service (or any part thereof), when used in compliance with the terms of this Agreement, infringes the Proprietary Rights of such third party ("Infringement Claim"). We shall indemnify You and Your Representatives against any Losses awarded against You or agreed in a settlement approved by Us in writing in relation to the Infringement Claim. In the event of an Infringement Claim, and in addition to Our indemnity obligations, We shall, at Our option and expense: (i) modify or replace the affected Service to eliminate the alleged infringement without loss of material functionality; (ii) procure a licence to enable You to continue using the Services; or (iii) terminate Your Order for the affected Services with immediate effect and refund any prepaid Fees covering the remainder of the applicable Subscription Term. Our obligations under this Section 10.1 do not apply to the extent a claim arises from: (a) Customer Materials, including Customer Data and the prompts or instructions You give to the Services; (b) Output, except to the extent the claim arises from the Cloud Service itself rather than from the content You or Your Users directed it to produce; (c) use of the Services in combination with items not supplied by Us, where the claim would not have arisen but for the combination; (d) modification of the Services by anyone other than Us; or (e) use of the Services in breach of this Agreement or after We have offered a non-infringing alternative.

10.2. Your Indemnification Obligations. You shall defend and/or settle, at Your expense, any third-party claim brought against Us or Our Representatives arising from or related to the Customer Materials, Your instructions to Us, or Your publication or use of Output ("Customer Materials Claim"). You shall indemnify Us and Our Representatives against any Losses arising from or related to the Customer Materials Claim or settlement amounts agreed to in writing by You in relation to such Customer Materials Claim.

10.3. Conditions. A party relying on an indemnity hereunder must: (i) provide prompt written notice that a claim has been made, provided that an indemnifying party shall only be relieved of its obligations hereunder if and to the extent it is prejudiced by a delay in such notification; (ii) cooperate in the defence of the claim; (iii) not make any admissions related to the claim; (iv) allow the indemnifying party to exclusively control the defence, negotiations and any settlement of the claim; and (v) use reasonable efforts to mitigate against Losses.

10.4. Exclusive Remedy. To the extent permitted by applicable law, this Section 10 constitutes the indemnifying party's sole liability, and the indemnified party's exclusive remedy, for any third-party claim described herein.

11. LIMITATION OF LIABILITY

11.1. GENERAL LIMITATION. SUBJECT TO SECTIONS 11.3 AND 11.4, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY AND ITS AFFILIATES AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE GREATER OF: (A) THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT FOR WHICH THE LIABILITY ARISES; OR (B) GBP 50,000. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY.

11.2. DISCLAIMER OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR SUPPLIERS BE LIABLE IN RELATION TO THIS AGREEMENT FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL OR REPUTATION, LOSS OF REVENUE, OR COSTS OF COVER, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.3. ENHANCED CAP. THE LIMITATION IN SECTION 11.1 SHALL NOT APPLY TO, AND INSTEAD THE AGGREGATE LIABILITY OF EACH PARTY SHALL NOT EXCEED THE GREATER OF (A) TWO (2) TIMES THE TOTAL AMOUNT OF FEES PAID OR PAYABLE BY YOU IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF THE EVENT FOR WHICH THE LIABILITY ARISES OR (B) GBP 250,000 IN RESPECT OF: (I) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10; AND (II) EITHER PARTY'S BREACH OF SECTION 8 (DATA PROTECTION AND CUSTOMER DATA) OR OF THE DATA PROCESSING AGREEMENT.

11.4. EXCLUSIONS. NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ITS REPRESENTATIVES; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) WILFUL MISCONDUCT OR GROSS NEGLIGENCE; (D) A BREACH OF SECTION 7 (CONFIDENTIALITY); (E) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S PROPRIETARY RIGHTS, INCLUDING ANY USE OF THE MVPR MATERIALS IN BREACH OF SECTION 4.3; (F) YOUR PAYMENT OBLIGATIONS OR OUR REFUND OBLIGATIONS UNDER THIS AGREEMENT; OR (G) ANY LIABILITY WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW.

12. TERM AND TERMINATION

12.1. Subscriptions. The Initial Subscription Term of each Subscription shall be as agreed in the applicable Order. Unless the Order states otherwise, at the end of the Initial Subscription Term each Subscription continues on a monthly rolling basis on the same terms (each month a "Renewal Term") until either party terminates it by giving the notice period stated in the Order or, if none is stated, thirty (30) days' written notice, in each case expiring at the end of a billing month. We may increase the Fees applicable to a Renewal Term on not less than sixty (60) days' written notice, by no more than seven per cent (7%) in any twelve-month period.

12.2. Professional Services Term. Each Order for Professional Services shall take effect on the Order date and remain in effect until all Professional Services under such Order have been provided or, where the Professional Services are provided on a recurring basis (including PR Services), for the term stated in the Order, which shall continue and may be terminated in the same way as a Subscription under Section 12.1.

12.3. Termination for Breach. Without prejudice to any other rights or remedies to which a party may be entitled, either party may terminate an Order without liability to the other at any time with immediate effect upon written notice if the other party is in material breach of any of its obligations under this Agreement or an Order and, in the case of a breach which is capable of remedy, fails to remedy such breach within thirty (30) days of notice of the breach. Termination of one Order shall have no effect on any other Order.

12.4. Termination for Legal Cause. Either party may immediately suspend performance or terminate an Order upon written notice if an applicable law or an applicable government or court order prohibits its continued performance thereunder.

12.5. Effect of Termination. Upon termination in accordance with this Section, and upon expiration of the Subscription Term, You shall immediately cease use of and access to the applicable Service and any Non-MVPR Application, and shall pay all Fees accrued up to the effective date of termination. Termination does not entitle You to a refund of prepaid Fees except where this Agreement expressly provides otherwise.

13. EXPORT AND SANCTIONS

The Services (and derivatives thereof) may be subject to import, export control and sanctions laws and regulations of various jurisdictions, including those of the United Kingdom, the European Union and the United States ("Export Laws"). Unless expressly required by local law, You will not and will not allow any third party to: (i) export, re-export or transfer any part of the Services to countries, persons or entities prohibited by Export Laws; or (ii) permit any User to access or use the Services in or from an embargoed country or region. You are solely responsible for compliance with Export Laws applicable to Customer Data. We may block, restrict, limit or suspend access to the Services by any User that is subject to any applicable sanctions or embargoes. Each party represents that as of the Effective Date it is not named on any sanctions or denied-party list maintained by the United Kingdom (including the OFSI consolidated list), the European Union or the United States government.

14. GOVERNING LAW AND JURISDICTION

14.1. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

14.2. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales, excluding its conflict of laws rules.

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

15. GENERAL TERMS

15.1. Subcontractors. We may delegate Our performance of the Services to third parties, including the Sub-processors specified in the Data Processing Agreement, Our Affiliates and as otherwise agreed by You in writing. We remain responsible for the performance of Our obligations under this Agreement notwithstanding any such delegation.

15.2. Assignment. You may not assign Your rights or obligations hereunder without Our advance written consent, not to be unreasonably withheld. We may assign this Agreement to an Affiliate or to a successor in connection with a merger, acquisition, reorganisation or sale of all

or substantially all of Our assets, on written notice to You. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

15.3. Independent Contractors. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment or any similar relationship between You and Us.

15.4. Reference Customer. You agree that We may disclose You as a customer of Ours and use Your name and logo on Our website and in Our promotional materials, in accordance with any brand guidelines You provide. You may withdraw this permission at any time by written notice, in which case We will cease new uses within thirty (30) days.

15.5. Third Party Beneficiaries. Nothing in this Agreement is intended to, nor shall create, any right enforceable by any third party not a party to this Agreement. The consent of a third party shall not be required for the amendment, variation or termination of this Agreement.

15.6. Code of Conduct. The parties are committed to conducting business fairly, impartially and in an ethical manner. In that respect, each party, on behalf of itself and its participating Affiliates, declares to have established and implemented a code of business conduct and ethical standards, and will perform its obligations under this Agreement in accordance with such code.

15.7. Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the parties regarding Your use of and access to the Services and supersedes all prior and contemporaneous agreements, proposals and representations, whether written or oral, concerning the subject matter hereof. This Agreement cannot be altered, amended or modified except in a writing accepted by duly authorised representatives of the parties, save that We may publish an updated version of this Agreement, the Service Level Agreement, the Data Processing Agreement or the AI Addendum at the Legal Hub, which will apply to Orders entered into on or after its publication date and, for existing Orders, from the start of the next Renewal Term, provided that no such update materially reduces Our obligations to You during a Subscription Term for which You have prepaid. The parties agree that any representation, warranty or condition not expressly contained in this Agreement or in an authorised written amendment hereto shall not be enforceable by either party.

15.8. Severability. If any court of competent jurisdiction finds any provision of this Agreement to be invalid, unenforceable or illegal, such provision shall be severed from this Agreement, but the other provisions of this Agreement shall remain in full force and effect.

15.9. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

15.10. Non-Exclusive Remedies. Except where an exclusive remedy is specified in this Agreement, the exercise by either party of any remedy under the Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

15.11. Force Majeure. Neither party shall be in breach of its obligations under this Agreement or incur any liability to the other party for any delay or failure to perform its obligations hereunder if and to the extent such delay or non-performance is caused by a Force Majeure Event. The party affected by the Force Majeure Event shall: (i) promptly inform the other party of such delay or non-performance; (ii) use commercially reasonable efforts to avoid or remove the underlying cause of the delay or non-performance; and (iii) resume performance hereunder as

soon as reasonably practicable following the removal of the Force Majeure Event. Payment obligations are not excused by a Force Majeure Event.

15.12. Notices. All notices hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, or (ii) two business days after sending by email. Emails to Us shall be directed to tom@mvpr.io, and emails to You shall be addressed to the administrative contact designated in Your Order. Notices relating to a party's indemnity obligations or to termination for breach must also be sent by registered mail to the party's registered office.

15.13. Surviving Provisions. The terms which by their nature are intended to survive termination or expiration of the Agreement shall survive any such termination and expiration, including Sections 5, 6, 7, 8.3, 9.5, 10, 11, 12.5, 14 and 15.

15.14. Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

ANNEX A: DEFINITIONS

1. **"Affiliate"**: any entity that directly or indirectly controls, is controlled by, or is under common control with You or Us, as the case may be, but only for so long as the control exists. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests.

2. **"Agreement"**: these Terms, the Service Level Agreement, the Data Processing Agreement, the AI Addendum and any Order between You and Us.

3. **"AI Addendum"**: the then-current MVPR AI Transparency & Governance Addendum published at https://mvpr.io/ai-governance and incorporated herein by reference.

4. **"Authorised Reseller"**: a reseller, distributor or other partner authorised by MVPR to sell MVPR products or services.

5. **"Cloud Service"**: the MVPR software-as-a-service platform hosted on Our cloud provider's infrastructure, including its application programming interfaces and the online supporting documents, but excluding Non-MVPR Applications and any links to third-party products or services contained in the Cloud Service.

6. **"Confidential Information"**: any information disclosed to a party by the other party concerning the business or affairs of the disclosing party, including but not limited to information relating to its operations, technical or commercial know-how, specifications, inventions, processes or initiatives, plans, product information, pricing information, designs, trade secrets, software, documents, data and information, which: (a) is clearly identified as "Confidential" or "Proprietary" or is marked with a similar legend; (b) is identified as Confidential Information at the time of disclosure and confirmed as such in writing within a reasonable period of time after disclosure; or (c) a reasonable person would understand to be confidential or proprietary at the time of disclosure. Confidential Information excludes information collected, processed or disclosed pursuant to the terms of this Agreement that has been aggregated and anonymised in accordance herewith. For purposes of this definition, references to a "party" include such party's Representatives.

7. **"Customer Data"**: (i) the data and information provided by You to Us and/or inputted, uploaded and/or shared by You, Your Users or Us on Your behalf, for the purpose of using the Cloud Service or facilitating Your use of the Services; or (ii) data You collect and process through Your use of the Cloud Service.

8. **"Customer Materials"**: any materials, data, information, software, equipment or other resources owned by or licensed to You and made available to Us to facilitate Your use of the Services, including Customer Data and Output.

9. **"Data Processing Agreement"**: the then-current MVPR Data Processing Agreement (including its annexes) published at https://mvpr.io/legal/dpa and incorporated herein by reference, as in effect at the start of Your Initial Subscription Term and each subsequent Renewal Term.

10. **"Data Protection Laws"**: all applicable laws relating to privacy, data security and data protection, including the UK GDPR, the Data Protection Act 2018 and the EU GDPR, each as amended, extended, re-enacted or replaced from time to time.

11. **"Documentation"**: the then-current user guides, help content, feature descriptions and technical documentation for the Cloud Service that We make available to You within the Cloud Service or at the Legal Hub or Trust Centre, as updated from time to time.

12. **"Early Adopter Features"**: any pre-general-availability products or features provided to You by Us as part of a trial or feedback initiative that are clearly designated as beta, pilot, limited release, non-production or by a similar description, as further detailed in the relevant Order or acceptance form. Early Adopter Features are provided "as is", are excluded from the Service Level Agreement and from the warranties in Section 9.1, and may be withdrawn at any time.

13. **"Fees"**: the fees payable by You for the Services as set out in an Order, including any usage-based, overage, success or performance fees described in it.

14. **"Force Majeure Event"**: acts, events, omissions or accidents beyond a party's reasonable control, including, without limitation, strikes, industrial disputes, failure of a utility service or transport network, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of machinery, act of terror, Internet service provider failure or delay, denial of service attack, fire, flood or storm, and any outage or withdrawal of a third-party AI provider's service that We could not reasonably have avoided, but excluding (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

15. **"Initial Subscription Term"**: the initial term of Your Subscription as agreed in the Order.

16. **"Legal Hub"**: the page at https://mvpr.io/legal where We publish the current and archived versions of this Agreement, the Service Level Agreement, the Data Processing Agreement, the AI Addendum and the Sub-processor list.

17. **"Losses"**: damages, costs (including reasonable legal costs), expenses, fines and other liabilities finally awarded by a court of competent jurisdiction or agreed in a settlement in accordance with Section 10.3.

18. **"Malware"**: any program or device (including any software, code or file) which is intended to prevent, impair or otherwise adversely affect the access to or operation, reliability or user experience of any computer software, hardware or network, telecommunications service, equipment or network or any other service or device, including without limitation worms, trojan horses, viruses, ransomware, trap doors and other similar malicious devices.

19. **"MVPR Materials"**: any software, programs, tools, systems, data (including Our journalist and publication database), documentation, MVPR Confidential Information, Early Adopter Features, the Services, or other materials made available by Us to You under this Agreement.

20. **"MVPR Privacy Notice"**: the then-current privacy notice found at https://mvpr.io/privacy-policy and incorporated herein by reference.

21. **"Non-MVPR Application"**: a third-party software application or functionality that interoperates with all or part of the Services, including email, calendar and messaging integrations You connect to the Cloud Service. Your use of or access to Non-MVPR Applications is subject to the applicable third-party terms and conditions.

22. **"Order"**: an ordering document, online order form or statement of work that: (i) references this Agreement and (ii) specifies the Services ordered and the Fees owed. Orders may be between You and Us or You and an Authorised Reseller.

23. **"Output"**: content, data, recommendations, scores and other material generated by the Cloud Service, including by its AI features, in response to Customer Data or to prompts or instructions given by You or Your Users or by Us on Your behalf.

24. **"Personal Data"**: any data and information relating to an identified or identifiable living individual as defined under applicable Data Protection Laws.

25. **"PR Services"**: public relations, media relations, communications, content, thought leadership and related advisory and execution services described in an Order, whether provided on a recurring (retainer) or project basis.

26. **"Professional Services"**: the consulting and/or professional services related to the Services provided by Us to You as described in the applicable Order, including implementation and configuration support relating to the Cloud Service and any PR Services. Professional Services shall in no event be considered a "works made for hire" engagement, and nothing in an Order transfers to You any Proprietary Rights in the MVPR Materials or in Our methodologies, templates, know-how or tools.

27. **"Proprietary Rights"**: rights in patents, utility models, trademarks, service marks, trade names, other trade-identifying symbols and inventions, copyrights, design rights, database rights, rights in know-how, trade secrets and any other intellectual property rights, anywhere in the world, whether registered or unregistered, and including applications for the grant of any such rights.

28. **"Renewal Term"**: has the meaning set out in Section 12.1.

29. **"Representatives"**: of a party are its and its Affiliates' employees, officers, directors, advisers, agents and subcontractors.

30. **"Service Level Agreement"**: the then-current MVPR Service Level Agreement published at https://mvpr.io/legal/sla and incorporated herein by reference, which also contains the Support Services description.

31. **"Services"**: the services described in an Order or made available to You under this Agreement, including the Cloud Service, Support Services and Professional Services (including PR Services), each as described in the applicable Order or Documentation. Services exclude Non-MVPR Applications and any other third-party products or services accessed through the Services.

32. **"Sub-processor"**: has the meaning given in the Data Processing Agreement.

33. **"Subscription"**: the subscriptions You purchase under an Order for Your use of and access to the Cloud Service in accordance with the Agreement.

34. **"Subscription Term"**: the Initial Subscription Term and any subsequent Renewal Terms.

35. **"Support Services"**: the support services described in the Service Level Agreement that We provide to You in respect of the Cloud Service.

36. **"Taxes"**: has the meaning given in Section 5.4.

37. **"Terms"**: this MVPR Master Services Agreement.

38. **"Trust Centre"**: Our security and compliance portal at https://trust.mvpr.io, where We publish our certifications, security measures and related documentation.

39. **"User"**: those employees, agents and independent contractors of Yours or Your Affiliates who are authorised by You to access and use the Cloud Service in accordance with the Agreement, and to whom You have supplied a user identification and password (if applicable).

40. **"We", "Us", "Our" or "MVPR"**: MV Public Relations Limited, a company registered in England and Wales with company number 12688946, whose registered office is at 121 College Road, London NW10 5EY, United Kingdom.

41. **"You" or "Your"**: the company or other legal entity that enters into the applicable Order with MVPR.

VERSION HISTORY

Version	Date	Summary of changes
September 2025	September 2025	Previous published version
November 2026	November 2026	Order of precedence restated (§2.2); PR Services clause added (§3.3); compliance verification added (§4.4); fee collection, suspension, late payment and no-set-off clauses added (§5.2, 5.5–5.7); aggregated-data product improvement right restored (§6.2(c)); AI Output acknowledgement added (§9.4); indemnity exclusions added (§10.1); liability cap restated in GBP with enhanced cap for indemnities and data protection (§11); monthly continuation after the Initial Subscription Term (§12.1); UK and EU sanctions lists (§13); governing law clause corrected (§14); publication-based updates (§15.7); definitions added for AI Addendum, Documentation, Legal Hub, Losses, Output, PR Services, Sub-processor and Trust Centre; MVPR identified by company number; duplicate definitions removed