

# TensorSound Master Service Agreement

**Supplier:** Domixir Ltd trading as TensorSound, a company incorporated in England and Wales (company number 15698236), whose registered office is at 71–75 Shelton Street, Covent Garden, London WC2H 9JQ ("TensorSound", "we", "us", "our")

**Customer:** The entity identified in the Order Form ("Customer", "you")

**Effective Date:** As specified in the Order Form

---

## 1. DEFINITIONS

In this Agreement, the following terms have the meanings set out below:

**"Agreement"** means this Master Service Agreement together with all Order Forms and Schedules (including the Data Processing Addendum at Schedule 1 and the Order Form provisions at Schedule 2).

**"Authorised Users"** means the Customer's employees, contractors, and agents who are permitted to access and use the Services under the Customer's account.

**"Business Day"** means any day other than a Saturday, Sunday, or public holiday in England.

**"Confidential Information"** means any information disclosed by one party to the other that is designated as confidential or that a reasonable person would understand to be confidential given the nature of the information and the circumstances of its disclosure, including (without limitation) pricing, technical architecture, product roadmaps, and Customer Data.

**"Customer Data"** means all data, content, contact lists, recordings, transcripts, and other information submitted to or generated by the Services through the Customer's use, including any personal data therein.

**"Data Processing Addendum" or "DPA"** means Schedule 1 to this Agreement, which governs the processing of personal data by TensorSound on behalf of the Customer.

**"Documentation"** means the technical and functional documentation for the Services made available by TensorSound at its support portal or on request.

**"Fees"** means the subscription fees, usage charges, and any other amounts payable by the Customer as specified in the Order Form.

**"Intellectual Property Rights"** means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names, domain names, rights in get-up, goodwill, design rights, database rights, rights in computer software, rights in confidential information (including know-how and trade secrets), and all other intellectual property rights, whether registered or unregistered, and including all applications for and renewals or extensions of such rights.

**"Order Form"** means the commercial order document, online checkout, or written proposal signed or accepted by both parties that specifies the Services, subscription plan, Fees, Subscription Term, and any other agreed commercial terms.

**"Platform"** means TensorSound's proprietary AI voice automation platform, including all software, APIs, infrastructure, machine learning models, and associated tools operated by TensorSound.

**"Services"** means the AI voice automation services, features, and functionality described in the Order Form and Documentation, provided via the Platform.

**"Subscription Term"** means the period specified in the Order Form during which the Customer is

entitled to access and use the Services.

**"Usage Limits"** means any quantitative limits on the Customer's use of the Services set out in the Order Form (including, for example, number of registered vehicles, AI call minutes per vehicle, number of campaigns, or number of Authorised Users).

---

## **2. SERVICES**

### **2.1 Provision of Services**

Subject to the Customer's compliance with this Agreement and timely payment of all Fees, TensorSound grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Services during the Subscription Term solely for the Customer's internal business purposes.

### **2.2 Authorised Users**

The Customer may permit Authorised Users to access and use the Services up to the number specified in the Order Form. The Customer is responsible for all acts and omissions of its Authorised Users as if they were the Customer's own acts and omissions. The Customer shall: (a) ensure that Authorised Users comply with this Agreement; (b) maintain the confidentiality of all account credentials; and (c) promptly notify TensorSound of any actual or suspected unauthorised access to the Customer's account.

### **2.3 Service Levels**

Where an Order Form specifies a Service Level Agreement ("SLA"), TensorSound will provide the Services in accordance with that SLA. Where no SLA is specified, TensorSound will use commercially reasonable efforts to maintain service availability of 99.5% per calendar month (excluding scheduled maintenance and events beyond TensorSound's reasonable control).

### **2.4 Scheduled Maintenance**

TensorSound may perform scheduled maintenance that temporarily interrupts the Services. TensorSound will use reasonable efforts to provide at least 48 hours' advance notice of planned maintenance windows and to schedule them outside Business Hours (09:00–18:00 UK time, Monday to Friday).

### **2.5 Modifications to the Services**

TensorSound may modify, update, or enhance the Services from time to time. TensorSound will use commercially reasonable efforts to provide advance written notice of any material changes that would materially and adversely reduce the functionality of the Services as used by the Customer.

### **2.6 Support**

TensorSound will provide technical support in accordance with the support tier specified in the Order Form. Where no support tier is specified, TensorSound will provide reasonable email support during Business Hours via [support@tensorsound.com](mailto:support@tensorsound.com), with a target first response within one Business Day.

---

## **3. CUSTOMER OBLIGATIONS**

### **3.1 General Obligations**

The Customer shall: (a) provide accurate, complete, and up-to-date information when registering and throughout the Subscription Term; (b) use the Services only as permitted under this Agreement and in

compliance with all applicable laws and regulations; (c) ensure it has obtained all necessary rights, licences, consents, and permissions to submit Customer Data to the Services and to make calls using the Services; (d) co-operate reasonably with TensorSound to enable TensorSound to perform its obligations under this Agreement; and (e) procure, maintain, and bear all costs of its own telephony infrastructure, including SIP trunk, carrier connectivity, and associated call charges, required to use the Services ("Customer Telephony"). TensorSound does not provide telephony or carrier services and shall have no liability for the availability, quality, or cost of Customer Telephony.

### 3.2 Acceptable Use Policy

The Customer shall not, and shall ensure its Authorised Users do not:

- (a) **Unconsented calling:** initiate or facilitate calls to individuals or organisations who have not given valid, informed consent to be contacted by the Customer by telephone (including AI-generated or automated calls), or who are registered on the Telephone Preference Service ("TPS") or Corporate Telephone Preference Service ("CTPS"), unless the Customer holds a specific, documented exemption under applicable law;
- (b) **Regulatory breaches:** use the Services in any manner that violates the Privacy and Electronic Communications Regulations 2003 (PECR), the Communications Act 2003, the Consumer Protection from Unfair Trading Regulations 2008, regulations enforced by Ofcom or the ICO, or any other applicable law or regulatory requirement;
- (c) **Misrepresentation:** impersonate any person or entity, misrepresent the Customer's identity or affiliation, or use the Services to make calls under a false caller identity;
- (d) **Reverse engineering:** attempt to reverse engineer, decompile, disassemble, or otherwise derive the source code or underlying algorithms of the Platform;
- (e) **Security circumvention:** attempt to circumvent, disable, or interfere with the security, access controls, or technical protection mechanisms of the Services;
- (f) **Competitive use:** use the Services or any information gained from the Services to develop a competing product or service, or to benchmark the Services against a competing product without TensorSound's prior written consent;
- (g) **Unauthorised resale:** resell, sublicense, white-label, or make the Services available to any third party without TensorSound's prior written consent;
- (h) **Exceeding limits:** exceed the Usage Limits specified in the Order Form; or
- (i) **Harmful content:** use the Services to transmit or process content that is unlawful, fraudulent, threatening, defamatory, discriminatory, or that infringes the Intellectual Property Rights or privacy of any third party.

### 3.3 Regulatory Compliance

The Customer acknowledges that the use of AI-assisted and automated voice calling is subject to regulation by Ofcom, the ICO, and other authorities. The Customer is solely responsible for:

- (a) obtaining, recording, and maintaining all necessary consents from call recipients prior to initiating calls using the Services, including where required under PECR and UK GDPR;
- (b) screening all contact lists against the TPS, CTPS, and any internal suppression or do-not-call lists before uploading them to the Services, and regularly refreshing such checks in accordance with applicable guidance;
- (c) complying with all Ofcom-mandated requirements regarding calling line identification (CLI),

including presenting a valid, reachable return number on all outbound calls;

(d) ensuring that all recordings or transcripts generated by the Services are collected, stored, and used in accordance with applicable data protection legislation; and

(e) registering with the ICO (or equivalent authority) if required to do so in connection with its use of the Services, and maintaining such registration throughout the Subscription Term.

TensorSound shall have no liability for any regulatory fines, penalties, enforcement action, or other sanctions imposed on the Customer arising from the Customer's failure to comply with this clause 3.3 or any applicable law.

### **3.4 AI Output Disclaimer**

The Customer acknowledges that the Services use artificial intelligence and machine learning technology. AI-generated outputs — including voice transcripts, call summaries, lead qualification data, and recommendations — may contain errors, omissions, or inaccuracies. The Customer is solely responsible for reviewing and validating AI outputs before relying on them for any business decision or regulatory purpose.

---

## **4. FEES AND PAYMENT**

### **4.1 Fees**

The Customer shall pay the Fees specified in the Order Form in accordance with this clause 4. All Fees are stated exclusive of UK VAT (or any other applicable taxes or levies), which the Customer shall pay at the prevailing rate in addition to the Fees.

### **4.2 Invoicing and Payment Terms**

Unless otherwise specified in the Order Form: (a) subscription fees are invoiced in advance (monthly or annually as specified); (b) usage-based charges are invoiced monthly in arrears based on actual usage; (c) invoices are issued electronically to the billing contact specified in the Order Form; and (d) payment is due within 14 days of the invoice date, by the payment method agreed in the Order Form.

### **4.3 Late Payment**

If the Customer fails to pay any undisputed amount by the due date, TensorSound may, without prejudice to any other rights or remedies: (a) charge interest on overdue amounts at 8% per annum above the Bank of England base rate, calculated on a daily basis from the due date to the date of actual payment, in accordance with the Late Payment of Commercial Debts (Interest) Act 1998; and (b) after giving 7 days' written notice, suspend the Customer's access to the Services until all overdue amounts (including accrued interest) are paid in full.

### **4.4 Price Changes**

TensorSound may adjust Fees on no less than 30 days' prior written notice. If the Customer does not accept the adjusted Fees, it may terminate the relevant Order Form by written notice to take effect at the end of the then-current billing period, and shall receive a pro-rata refund of any prepaid Fees for the period after the termination date.

### **4.5 Disputed Invoices**

If the Customer disputes any invoice in good faith, it shall notify TensorSound in writing within 14 days of receipt of the invoice, providing reasonable details of the dispute. The Customer shall pay undisputed

amounts by the due date. The parties shall work together in good faith to resolve any disputed amounts promptly.

#### **4.6 Refund Policy**

Except as expressly set out in this Agreement (including clauses 4.4 and 8.2) or required by applicable law, all Fees paid are non-refundable. Any service credits issued by TensorSound under an applicable SLA are applied to future invoices and have no cash value.

---

## **5. INTELLECTUAL PROPERTY**

### **5.1 TensorSound Intellectual Property**

TensorSound and its licensors retain all Intellectual Property Rights in and to the Platform, the Services, the Documentation, and all improvements, modifications, and derivative works thereof. No rights in or to the Platform or Services are transferred or granted to the Customer except the limited use rights expressly set out in clause 2.1.

### **5.2 Customer Data**

The Customer retains all Intellectual Property Rights in Customer Data. The Customer grants TensorSound a non-exclusive, worldwide, royalty-free licence to access, store, process, and use Customer Data solely to the extent necessary to provide the Services, perform its obligations under this Agreement, and as otherwise authorised by the Customer.

### **5.3 Feedback**

To the extent the Customer or its Authorised Users provide TensorSound with suggestions, ideas, or feedback regarding the Services ("Feedback"), the Customer hereby assigns to TensorSound all rights in such Feedback. TensorSound may freely use and incorporate Feedback into its products and services without restriction or compensation.

### **5.4 Aggregated and Anonymised Data**

TensorSound may generate and use aggregated, de-identified, anonymised data derived from the Customer's use of the Services (in a form that does not identify the Customer or any individual) for purposes including service improvement, benchmarking, research, and development of new features.

---

## **6. CONFIDENTIALITY**

### **6.1 Obligations**

Each party agrees to: (a) hold the other party's Confidential Information in strict confidence; (b) not disclose Confidential Information to any third party without the prior written consent of the disclosing party; and (c) use Confidential Information only for the purposes of exercising its rights or performing its obligations under this Agreement.

### **6.2 Permitted Disclosures**

Each party may disclose Confidential Information to its employees, officers, contractors, professional advisers, and (in the case of TensorSound) approved sub-processors who have a legitimate need to know and are bound by obligations of confidentiality no less stringent than those in this clause 6.

## **6.3 Exceptions**

Confidentiality obligations under this clause 6 do not apply to information that: (a) is or becomes publicly available through no act or omission of the receiving party; (b) was already in the possession of the receiving party before disclosure, free of any confidentiality obligation; (c) is independently developed by the receiving party without reference to the Confidential Information; or (d) is required to be disclosed by applicable law, court order, or regulatory authority, provided that the receiving party (to the extent legally permitted) gives the disclosing party prompt written notice and cooperates with any request to limit the scope of the disclosure.

## **6.4 Duration of Obligation**

Confidentiality obligations under this clause 6 continue for five (5) years after termination or expiry of this Agreement.

---

# **7. DATA PROTECTION**

## **7.1 Data Processing Addendum**

Where the Customer's use of the Services involves TensorSound processing personal data on behalf of the Customer, the parties shall be bound by the Data Processing Addendum set out at Schedule 1 of this Agreement, which forms an integral part of this Agreement.

## **7.2 Customer Responsibilities**

The Customer is the data controller in respect of Customer Data that constitutes personal data and is solely responsible for: (a) ensuring that its collection, use, and submission of personal data to the Services complies with all applicable data protection legislation, including UK GDPR and the Data Protection Act 2018; (b) providing all required privacy notices to data subjects; and (c) having a valid lawful basis for processing personal data using the Services.

---

# **8. WARRANTIES**

## **8.1 TensorSound Warranties**

TensorSound warrants that: (a) it has the full right, power, and authority to enter into this Agreement and to provide the Services; (b) it will provide the Services with reasonable skill and care, consistent with prevailing industry standards; and (c) the Services will perform materially in accordance with the Documentation during the Subscription Term.

## **8.2 Remedy for Warranty Breach**

Where TensorSound materially fails to meet the warranty in clause 8.1(c) and the Customer notifies TensorSound in writing, TensorSound will use reasonable efforts to remedy the failure within a reasonable time. If TensorSound is unable to remedy the failure within 30 days of notification, the Customer may terminate the affected Order Form on written notice and receive a pro-rata refund of any prepaid Fees attributable to the remaining period. This clause 8.2 sets out the Customer's sole and exclusive remedy for any breach of clause 8.1(c).

## **8.3 Customer Warranties**

The Customer warrants that: (a) it has the full right, power, and authority to enter into this Agreement; (b) its use of the Services will comply with all applicable laws and regulations; and (c) it has obtained all

necessary rights, consents, and permissions to submit Customer Data to the Services and to conduct calls using the Services.

## **8.4 Disclaimers**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND TENSOR SOUND DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

TensorSound does not warrant that: (a) the Services will be error-free, uninterrupted, or free from defects at all times; (b) AI-generated outputs (including transcripts, summaries, or recommendations) will be accurate, complete, or fit for any particular purpose; or (c) the Services will meet any specific regulatory requirements applicable to the Customer's industry or jurisdiction beyond those described in the Documentation.

---

## **9. LIMITATION OF LIABILITY**

### **9.1 Aggregate Liability Cap**

Subject to clauses 9.3 and 9.4, each party's total aggregate liability to the other arising out of or in connection with this Agreement (whether in contract, tort including negligence, breach of statutory duty, or otherwise) shall not exceed the greater of: (a) the total Fees paid or payable by the Customer in the twelve (12) months immediately preceding the event giving rise to the claim; or (b) £5,000.

### **9.2 Exclusion of Consequential Loss**

Subject to clauses 9.3 and 9.4, neither party shall be liable to the other for any: (a) loss of profits or revenue; (b) loss of business, contracts, or anticipated savings; (c) loss of goodwill or damage to reputation; (d) loss, corruption, or destruction of data; (e) wasted management time; or (f) indirect, special, incidental, or consequential loss or damage,

in each case however arising and whether or not that party had been advised of the possibility of such loss or damage.

### **9.3 Unlimited Liability**

Nothing in this Agreement limits or excludes either party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; (c) any other liability that cannot be excluded or limited under applicable law.

### **9.4 Regulatory and Third-Party Liability**

The Customer acknowledges that TensorSound has no liability for any fines, penalties, enforcement action, compensation claims, or other regulatory sanctions imposed on the Customer by Ofcom, the ICO, or any other regulatory body arising from the Customer's use of the Services, including any failure by the Customer to comply with its obligations under clause 3.3.

### **9.5 Reasonableness**

The parties acknowledge that the limitations and exclusions of liability in this clause 9 are reasonable having regard to all circumstances, including the Fees payable under this Agreement, and reflect an allocation of risk agreed between commercially sophisticated parties.

---

## **10. INDEMNIFICATION**

### **10.1 Customer Indemnity**

The Customer shall indemnify, defend, and hold harmless TensorSound and its directors, officers, employees, and agents (each an "Indemnified Party") against any and all third-party claims, actions, proceedings, losses, damages, fines, penalties, and reasonable legal costs arising from or in connection with: (a) the Customer's breach of this Agreement, including the Acceptable Use Policy at clause 3.2 or the Regulatory Compliance obligations at clause 3.3; (b) the Customer's violation of any applicable law (including data protection, consumer protection, or telecommunications law) in connection with its use of the Services; or (c) any claim that Customer Data, or the Customer's use of Customer Data in connection with the Services, infringes the rights of any third party.

### **10.2 TensorSound Indemnity**

TensorSound shall indemnify, defend, and hold harmless the Customer against any third-party claims that the Services, as provided by TensorSound and used by the Customer strictly in accordance with this Agreement, infringe the Intellectual Property Rights of any third party in the United Kingdom.

This indemnity does not apply to claims arising from: (a) modification of the Services by or on behalf of the Customer; (b) combination of the Services with hardware, software, or services not provided by TensorSound, where the infringement would not have arisen but for such combination; (c) the Customer's use of the Services in violation of this Agreement or the Documentation; or (d) any Customer Data.

If TensorSound believes the Services may infringe third-party rights, TensorSound may at its own cost: (i) procure the right for the Customer to continue using the Services; (ii) modify the Services to avoid the infringement; or (iii) if neither (i) nor (ii) is reasonably practicable, terminate the affected Order Form on 30 days' notice and refund prepaid Fees for the remaining period.

### **10.3 Indemnification Conditions**

The indemnifying party's obligations under this clause 10 are conditional on the indemnified party: (a) promptly (and in any event within 10 Business Days of becoming aware of the claim) notifying the indemnifying party in writing; (b) giving the indemnifying party sole control of the defence and settlement of the claim; (c) not making any admission or settlement without the indemnifying party's prior written consent; and (d) providing all reasonable assistance and information at the indemnifying party's cost.

---

## **11. AUDIT RIGHTS**

The Customer may, on no less than 30 days' prior written notice and no more than once per calendar year, request that TensorSound provide written confirmation or evidence of TensorSound's compliance with its obligations under this Agreement relating to data protection, information security, and sub-processor management. TensorSound may satisfy this obligation by providing relevant certifications, third-party audit reports, or written attestations in lieu of an on-site audit. Any audit shall be conducted at the Customer's cost and shall not unreasonably disrupt TensorSound's operations.

---

## **12. TERM AND TERMINATION**

### **12.1 Term**

This Agreement commences on the Effective Date and continues until all Order Forms have expired or

been terminated, unless terminated earlier in accordance with this clause 12.

## **12.2 Subscription Term and Renewal**

Each Order Form specifies its initial Subscription Term. Unless either party gives written notice of non-renewal at least 60 days before the end of the then-current Subscription Term, the Order Form will automatically renew for a further period equal to the initial Subscription Term (or 12 months if the initial term exceeds 12 months) at the then-current Fees. Where an Order Form specifies a monthly rolling subscription, either party may terminate by giving no less than 30 days' written notice, to take effect at the end of the then-current monthly billing period.

## **12.3 Termination for Material Breach**

Either party may terminate this Agreement or any Order Form by written notice with immediate effect if: (a) the other party commits a material breach of this Agreement and (where the breach is capable of remedy) fails to remedy it within 30 days of receiving written notice specifying the breach in reasonable detail; or (b) the other party becomes insolvent, is subject to a petition for winding up or administration, has an administrator, receiver, or liquidator appointed over all or a substantial part of its assets, or makes a voluntary arrangement with its creditors.

## **12.4 Termination for Regulatory Breach**

TensorSound may terminate this Agreement or any Order Form immediately on written notice if it reasonably determines that the Customer's use of the Services is causing or is likely to cause TensorSound to be in breach of applicable law or regulation, or to suffer regulatory action.

## **12.5 Effect of Termination or Expiry**

On termination or expiry of an Order Form or this Agreement: (a) all licences and access rights granted under the relevant Order Form immediately cease; (b) the Customer shall promptly cease all use of the Services under the relevant Order Form and delete or return any Documentation in its possession; (c) all accrued but unpaid Fees become immediately due and payable; (d) except where the Customer has terminated pursuant to clause 12.3 for TensorSound's material breach, no refunds shall be payable for prepaid Fees; and (e) TensorSound shall retain Customer Data for 30 days following termination, during which the Customer may request a data export. Thereafter, TensorSound shall delete or destroy Customer Data in accordance with the Data Processing Addendum, unless retention is required by applicable law.

## **12.6 Survival**

The following clauses survive termination or expiry of this Agreement: 1 (Definitions), 5 (Intellectual Property), 6 (Confidentiality), 9 (Limitation of Liability), 10 (Indemnification), 12.5 (Effect of Termination), and 13 (General Provisions).

---

# **13. GENERAL PROVISIONS**

## **13.1 Governing Law**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by and construed in accordance with the law of England and Wales.

## **13.2 Jurisdiction**

Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with

this Agreement.

### **13.3 Force Majeure**

Neither party shall be in breach of this Agreement or liable for delay or failure in performing any obligation under this Agreement to the extent that such delay or failure is caused by circumstances beyond that party's reasonable control, including acts of God, pandemic or epidemic, flood, fire, government action, civil unrest, cyberattack by third parties, or failure of third-party telecommunications networks or internet providers ("Force Majeure Event"). The affected party shall notify the other promptly and use reasonable efforts to mitigate the impact. If a Force Majeure Event continues for more than 30 consecutive days, either party may terminate the affected Order Form on 14 days' written notice without liability, and TensorSound shall refund any prepaid Fees for the period after the termination date.

### **13.4 Assignment**

Neither party may assign, novate, or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, TensorSound may assign this Agreement without consent to a successor entity in a merger, acquisition, or sale of all or substantially all of its assets, provided TensorSound gives the Customer prompt written notice and the successor entity assumes all of TensorSound's obligations under this Agreement. Any purported assignment in breach of this clause is void.

### **13.5 Subcontracting**

TensorSound may engage sub-processors and subcontractors in the provision of the Services, provided that TensorSound remains responsible for the acts and omissions of its sub-processors and subcontractors as if they were TensorSound's own. Sub-processors used to process personal data are governed by the Data Processing Addendum.

### **13.6 Anti-Bribery**

Each party shall comply with all applicable laws relating to anti-bribery and anti-corruption, including the Bribery Act 2010, and shall not engage in any activity, practice, or conduct that would constitute an offence under such legislation.

### **13.7 Entire Agreement**

This Agreement, together with all Order Forms and Schedules, constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior and contemporaneous agreements, representations, warranties, and understandings (whether written or oral) relating to that subject matter. Each party acknowledges that it has not entered into this Agreement in reliance upon any statement, representation, warranty, or undertaking not expressly incorporated in this Agreement.

### **13.8 Variation**

No amendment or variation of this Agreement is effective unless made in writing and signed (or confirmed in writing) by authorised representatives of both parties. TensorSound may update these standard terms from time to time and will give no less than 30 days' prior written notice of any material changes. The Customer's continued use of the Services after expiry of the notice period constitutes acceptance of the updated terms. If the Customer does not accept the updated terms, it may terminate on written notice before the notice period expires.

### **13.9 Waiver**

No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy. No waiver of any breach of this Agreement shall be deemed a waiver of any subsequent breach.

### **13.10 Severability**

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted, and the remaining provisions shall continue in full force and effect.

### **13.11 Notices**

Notices under this Agreement shall be in writing and delivered by email to the addresses specified in the Order Form (or as updated by a party in writing). Notices are deemed received on the next Business Day after sending, provided no delivery failure notification is received. TensorSound's notice address is: legal@tensorsound.com.

### **13.12 Third-Party Rights**

This Agreement does not create any rights in favour of any third party under the Contracts (Rights of Third Parties) Act 1999.

### **13.13 Relationship of Parties**

The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, or employment relationship between the parties.

### **13.14 Counterparts and Electronic Execution**

This Agreement may be executed in counterparts, each of which shall constitute an original. Electronic signatures and electronic acceptance (including click-through acceptance via the Platform) are binding and have the same legal effect as handwritten signatures.

---

## **SCHEDULE 1 — DATA PROCESSING ADDENDUM**

*(Set out in the separate TensorSound Data Processing Addendum document)*

---

## **SCHEDULE 2 — ORDER FORM**

The commercial terms governing this Agreement — including the Customer's identity, subscription plan, fees, vehicle or usage commitments, implementation scope, support tier, and Subscription Term — are set out in the Order Form executed concurrently with or subsequent to this Agreement. Each Order Form:

- (a) incorporates this Agreement by reference and forms part of it;
- (b) is identified by a unique reference number in the format TS-OF-\_\_\_\_ ;
- (c) shall be signed by authorised representatives of both parties; and
- (d) in the event of any conflict between its terms and this Agreement, the Order Form shall prevail to the extent of the conflict.

A current Order Form template is available from TensorSound on request at hello@tensorsound.com.

---

TensorSound is a trading name of Domixir Ltd, registered in England and Wales (company number 15698236). Registered office: 71–75 Shelton Street, Covent Garden, London WC2H 9JQ. ICO Registration No: ZC108035.

Version: 1.2 — April 2026

---

## EXECUTION

*Executed by the authorised representatives of the parties on the date specified in the Order Form.*

| | | |---|---| | **For and on behalf of the Customer** | **For and on behalf of Domixir Ltd trading as TensorSound** | | | | Signed: | Signed: | | | | Name: | Name: | | | | Title: | Title: | | | | Date: | Date: |