



TERMS OF SERVICE

Last Updated: December 2025

IMPORTANT: PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE USING THE KPI TREE PLATFORM. BY ACCESSING OR USING THE PLATFORM, CLICKING "I AGREE", CREATING AN ACCOUNT, OR STARTING A FREE TRIAL, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE PLATFORM.

These Terms of Service ("Terms") constitute a legally binding agreement between you ("Client", "you", or "your") and KPI Technologies Limited, a company incorporated and registered in England and Wales with company number 16052672 whose registered office is at 7 Plaza Parade, Maida Vale, London, United Kingdom, NW6 5RP ("Supplier", "we", "us", or "our").

If you are entering into these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these Terms, in which case "Client" or "you" shall refer to such entity.

These Terms apply to your access to and use of the KPI Tree platform available at <https://app.kpitree.co> (the "Platform").

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following definitions apply:

"AI Features" means the machine learning, artificial intelligence, or generative AI models and related functionalities made available by the Supplier within the Platform, including any features that generate Output;

"Applicable Data Protection Laws" means: (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; and (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data;

"Authorised Users" means those employees or contractors of the Client who are authorised by the Client to use the Platform and the Documentation;

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

"Business Hours" means 9.00 am to 5.00 pm local UK time, each Business Day;

"Client Content" means information, data and other materials uploaded to the Platform or otherwise provided by the Client or Authorised Users;

"Client Personal Data" means personal data which the Supplier processes under or in connection with these Terms in the capacity of processor on behalf of the Client;

"Documentation" means the user documentation made available at <https://docs.kpitree.co>;

"Fees" means the subscription fees payable by the Client as displayed on the Platform or as agreed in writing;

"Force Majeure Event" means events outside a party's reasonable control including acts of God, flood, drought, earthquake, epidemic, pandemic, terrorist attack, war, civil commotion, government action, fire, explosion, labour disputes, cyberattack, or utility failures;



"Intellectual Property Rights" means patents, copyright, trade marks, database rights, rights in designs, rights in computer software, rights in confidential information, and all other intellectual property rights, whether registered or unregistered;

"Mandatory Policies" means the Supplier's acceptable use policy and any other policies provided by the Supplier from time to time;

"Output" means the output, insights, recommendations, action plans, or other content produced by the Platform, including any content generated by AI Features;

"Plan" means the subscription plan selected by the Client (Starter, Growth, or Enterprise);

"Platform" means the KPI Tree platform made available at <https://app.kpitree.co>;

"Services" means the services provided by the Supplier under these Terms including the provision of the Platform;

"Subscription Term" means the Trial Period (if applicable) and any paid subscription period;

"Third Party Content" means data, information and other content accessible through or utilised by the Platform which is owned or licensed by a third party;

"Trial Period" means any free trial period during which the Client may use the Platform without charge;

"User Limit" means the maximum number of Authorised Users permitted under the Client's Plan.

2. PLATFORM USE AND RESTRICTIONS

2.1 Subject to the Client's compliance with these Terms, the Supplier grants to the Client a non-exclusive, non-transferable, revocable licence to permit the Authorised Users to use the Platform and the Documentation during the Subscription Term for the Client's internal business purposes.

2.2 In relation to Authorised Users, the Client undertakes that:

- (a) the Client shall only permit employees or contractors with a genuine business need to be designated as Authorised Users;
- (b) each Authorised User shall keep their password secure and confidential;
- (c) no Authorised User account shall be shared between multiple individuals; and
- (d) the Client shall maintain an up-to-date list of Authorised Users and provide such list to the Supplier upon request.

User Limits

2.3 Where the Client's Plan specifies a User Limit, the Client shall ensure that the number of Authorised Users does not exceed the User Limit. If the Client exceeds the User Limit, the Client shall promptly notify the Supplier and pay additional Fees for such excess users at the Supplier's then-current rates.

Fair Usage

2.4 The Client's use of the Platform is subject to fair and reasonable usage. If the Supplier reasonably determines that usage is excessive or places an undue burden on the Platform's infrastructure, the Supplier may notify the Client, throttle access, or require an upgrade to a higher Plan.

Restrictions

2.5 The Client shall not (and shall ensure that its Authorised Users shall not) access, store, distribute or transmit any viruses, or any material that is unlawful, harmful, threatening, defamatory, obscene, discriminatory, or otherwise objectionable.

2.6 The Client shall not (and shall ensure that its Authorised Users shall not):

- (a) copy, modify, duplicate, create derivative works from, frame, mirror, or reverse engineer the Platform;



- (b) access the Platform to build, improve, or inform the development of a competing product or service, or for competitive analysis, benchmarking, or feature comparison;
- (c) use the Platform for the purpose of monitoring, analysing, or copying the features, functionality, user interface, or user experience of the Platform;
- (d) use the Platform to provide services to third parties;
- (e) license, sell, rent, lease, or transfer the Platform to any third party;
- (f) probe, scan or test the vulnerability of the Platform without prior written consent;
- (g) breach or attempt to breach security measures on the Platform;
- (h) disrupt or tamper with the Platform's infrastructure;
- (i) use automated processes to extract or scrape data from the Platform; or
- (j) use Output to train competing AI systems.

2.7 The Client shall use reasonable endeavours to prevent unauthorised access to the Platform and promptly notify the Supplier of any such access.

2.8 The Supplier shall not use Client Content to train AI systems for general use or the benefit of third parties, except as agreed in writing with the Client.

3. SUPPLIER'S OBLIGATIONS

3.1 The Supplier shall provide the Services with reasonable skill and care and substantially in accordance with the Documentation.

Service Availability

3.2 The Supplier shall use commercially reasonable endeavours to achieve 99.5% uptime during each calendar month. If the Supplier fails to achieve this target for two or more consecutive calendar months, the Client may terminate these Terms by giving written notice within 30 days of the second consecutive month of failure. Upon such termination, the Supplier shall refund any Fees paid in advance for the period following termination. This termination right and pro rata refund shall be the Client's sole and exclusive remedy for any failure to meet the uptime target.

3.3 The uptime commitment shall not apply to unavailability caused by: (a) scheduled maintenance; (b) Force Majeure Events; (c) the Client's equipment or network; (d) the Client's breach of these Terms; (e) third-party services; or (f) suspension under clause 10.8.

Security

3.4 Where the Client has subscribed to a Growth or Enterprise Plan, the Supplier commits to maintaining SOC 2 Type II attestation during the Subscription Term.

3.5 The Supplier shall implement appropriate technical and organisational measures to protect Client Content and Client Personal Data, including encryption at rest and in transit, access controls, and regular security testing.

Limitations

3.6 The Supplier does not warrant that use of the Services will be uninterrupted or error-free, or that the Platform will be free from vulnerabilities or viruses.

Modifications

3.7 The Supplier may modify these Terms from time to time. Material changes will be notified at least 60 days in advance. If the Client objects within 14 days, these Terms shall terminate at the end of the current subscription period.

3.8 The Supplier reserves the right to modify, update, or discontinue any feature of the Platform at any time. The Documentation will be updated to reflect material changes.



4. DATA PROTECTION

4.1 Each party shall comply with Applicable Data Protection Laws. The Supplier shall process Client Personal Data as a processor on behalf of the Client.

4.2 The Client will ensure it has all necessary consents and notices in place to enable lawful transfer and processing of Client Personal Data.

4.3 The Supplier shall:

- (a) process Client Personal Data only on documented instructions of the Client;
- (b) implement appropriate technical and organisational security measures;
- (c) ensure personnel are bound by confidentiality obligations;
- (d) assist the Client with data subject requests and compliance obligations at the Client's cost;
- (e) notify the Client without undue delay (within 72 hours) of any personal data breach;
- (f) delete or return Client Personal Data within 30 days of termination; and
- (g) maintain records to demonstrate compliance.

4.4 The Client authorises the Supplier to appoint sub-processors, subject to 30 days' advance notice of changes. The current list of sub-processors is available on the Supplier's trust center at <https://trust.kpitree.co>.

4.5 The Supplier may transfer Client Personal Data outside the UK in accordance with Applicable Data Protection Laws.

5. CLIENT'S OBLIGATIONS

5.1 The Client shall:

- (a) provide necessary co-operation and information to the Supplier;
- (b) comply with applicable laws and the Mandatory Policies;
- (c) ensure Authorised Users comply with these Terms;
- (d) obtain and maintain necessary licences and permissions; and
- (e) be responsible for its network connections and systems.

5.2 The Client is solely responsible for the legality, reliability, integrity, accuracy and quality of Client Content.

Competitor Warranty

5.3 The Client represents and warrants that: (a) it is not, and is not acting on behalf of, a competitor of the Supplier; (b) none of its directors, officers, employees, or Authorised Users are employed by or engaged with a competitor; and (c) its use of the Platform is solely for obtaining the benefit of the Services for its own internal business purposes and not for any competitive purpose. For this purpose, "competitor" means any person or entity that develops, markets, or sells products or services that are substantially similar to or competitive with the Platform. The Supplier may immediately terminate if it reasonably determines the Client has breached this warranty.

6. OUTPUT AND AI FEATURES

6.1 The Client acknowledges that the Platform includes AI Features. The Client acknowledges and agrees that:

- (a) Output is generated by AI models and may not be accurate, complete, or error-free;
- (b) the Client assumes sole responsibility for reviewing and validating Output before relying on it;
- (c) the Services do not constitute professional advice;



- (d) the Supplier is not responsible for business decisions made based on Output; and
- (e) AI Features may generate similar Output for different users based on similar Inputs.

6.2 Subject to payment of Fees and the Supplier's rights in underlying AI models, the Client owns Intellectual Property Rights in Output.

6.3 The Client shall not use AI Features or Output for: (a) decisions requiring professional qualifications without appropriate oversight; (b) generating illegal, harmful, or misleading content; (c) reverse engineering AI models; or (d) any purpose violating applicable law.

6.4 THE AI FEATURES AND OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE". THE SUPPLIER MAKES NO WARRANTIES REGARDING ACCURACY, RELIABILITY, COMPLETENESS, OR FITNESS FOR PURPOSE.

6.5 The Platform may incorporate Third Party Content. The Supplier makes no warranties regarding Third Party Content and shall have no liability for errors therein.

Client Indemnity

6.6 The Client shall indemnify the Supplier against claims arising from: (a) Client Content; (b) the Client's use or misuse of Output; (c) acts or omissions of Authorised Users; and (d) regulatory fines arising from the Client's use of the Platform or Client Content.

7. CHARGES AND PAYMENT

7.1 The minimum subscription term is 12 months. Monthly payment does not reduce this commitment.

7.2 The Client shall pay Fees as displayed on the Platform or as agreed in writing. By providing payment details, the Client authorises the Supplier to charge the applicable Fees.

7.3 If payment is not received within 14 days of the due date, the Supplier may disable access to the Platform and charge interest at 8% above the Bank of England base rate.

7.4 All Fees are payable in GBP, non-cancellable, non-refundable except as expressly provided, and exclusive of VAT.

7.5 All amounts due shall be paid without set-off, counterclaim, deduction, or withholding. If withholding is required by law, the Client shall pay additional amounts to ensure the Supplier receives the full amount.

7.6 The Supplier may update Fees upon 60 days' notice, effective at the next renewal period. If the Client objects within 14 days, these Terms shall terminate at the end of the current period.

8. PROPRIETARY RIGHTS

8.1 The Supplier owns all Intellectual Property Rights in the Platform, AI Features, underlying AI models, Documentation, and any improvements or derivatives thereof.

8.2 The Client grants to the Supplier a worldwide, sublicensable, royalty-free licence to use Client Content to provide the Platform.

Feedback

8.3 If the Client provides any suggestions, ideas, or feedback relating to the Platform ("Feedback"), the Client grants to the Supplier a perpetual, irrevocable, royalty-free, worldwide licence to use such Feedback without attribution or compensation.

Publicity

8.4 The Client agrees that the Supplier may: (a) identify the Client as a customer; (b) use the Client's name and logo for marketing; and (c) request cooperation on case studies. The Client shall not unreasonably withhold cooperation.

9. CONFIDENTIALITY



9.1 Each party shall keep confidential all information disclosed by the other party that is identified as confidential or would reasonably be understood to be confidential ("Confidential Information"). Details of the Platform, Documentation, Services, and performance tests constitute the Supplier's Confidential Information.

9.2 Confidential Information does not include information that: (a) becomes publicly available other than through breach; (b) was already known to the receiving party; (c) is received from a third party without restriction; or (d) is independently developed.

9.3 Each party shall use Confidential Information only for purposes of these Terms and shall not disclose it except to personnel on a need-to-know basis or as required by law.

9.4 These confidentiality obligations continue after termination.

10. TERM AND TERMINATION

Trial Period

10.1 If you register for a free trial, the following terms apply. The Trial Period is provided solely to permit you to evaluate the Platform to determine whether to purchase a paid subscription.

10.2 During the Trial Period:

(a) the Platform is provided "AS IS" and "AS AVAILABLE" without any warranty, indemnity, service level commitment, or support obligation of any kind;

(b) you shall use the Platform solely for internal evaluation purposes and shall not use the Platform for any production, commercial, or live business operations;

(c) the Supplier may limit features, functionality, or usage;

(d) either party may terminate at any time for any reason with immediate effect, and neither party shall have any liability as a result;

(e) any data, configurations, or Output created during the Trial Period will be permanently deleted upon expiry or termination, and the Supplier shall have no obligation to retain, return, or recover any such data;

(f) the Supplier's total aggregate liability shall be limited to £100;

(g) the restrictions in clauses 2.5, 2.6, 5.3 (Competitor Warranty), 8.3 (Feedback), and 9 (Confidentiality) apply in full;

(h) you must provide a valid business email address (not Gmail, Yahoo, Hotmail, or similar personal email) to register; and

(i) the Supplier may verify your identity and business status and may refuse or terminate access if it reasonably believes you are a competitor or using the trial for purposes other than genuine evaluation.

10.3 Upon expiry of the Trial Period, you must subscribe to a paid Plan to continue using the Platform. If you do not subscribe, these Terms terminate automatically and all your data will be permanently deleted.

10.4 During any Trial Period, the Supplier retains all Intellectual Property Rights in any Output until you subscribe to a paid Plan.

Beta Features

10.5 The Supplier may make available beta, pilot, or early access features ("Beta Features"). Beta Features are provided "AS IS" without warranty, indemnity, support, or service level commitment. Beta Features may be modified or removed at any time without notice or liability.

Subscription Term

10.6 Paid subscriptions continue for the initial term and automatically renew for successive 12-month periods unless either party gives at least 30 days' written notice before the end of the current period.



Termination for Cause

10.7 Either party may terminate with immediate effect if the other party: (a) fails to pay any amount due and remains in default for 14 days after notice; or (b) commits a material breach and fails to remedy it within 30 days of notice. Breach of clauses 2.5, 2.6, or 5.3 constitutes irremediable material breach.

Effects of Termination

10.8 On termination: (a) all licences terminate immediately; (b) the Client shall cease use of the Platform; (c) the Supplier shall delete or return Client Content within 30 days of written request and at the Client's expense; and (d) the Client shall pay any outstanding Fees.

Suspension

10.9 The Supplier may suspend access, with or without notice, if: (a) any payment is more than 14 days overdue; (b) the Client breaches clauses 2.5 or 2.6 or any Mandatory Policy; (c) the Client's use may harm the Platform or other customers; (d) usage substantially exceeds typical patterns; (e) the Supplier suspects fraud or illegal use; (f) required by law; or (g) the Supplier becomes entitled to terminate.

11. INDEMNITY

11.1 The Client shall indemnify the Supplier against claims arising from: (a) use of the Services or Output in breach of these Terms; and (b) infringement of third-party Intellectual Property Rights by Client Content.

11.2 The Supplier shall defend the Client against claims that use of the Platform (excluding Output) infringes UK patents, copyright, trade marks, or database rights, provided the Supplier has sole authority to defend or settle and the Client provides prompt notice and cooperation.

11.3 The Supplier shall have no indemnification obligation for claims arising from Output or from modifications, misuse, or use contrary to instructions.

11.4 These indemnities state each party's sole remedies for infringement claims.

12. LIMITATION OF LIABILITY

12.1 Nothing in these Terms limits liability for: (a) death or personal injury caused by negligence; (b) fraud; or (c) any liability that cannot be excluded by law.

12.2 Subject to clause 12.1, the Supplier shall not be liable for: (a) loss of profits, sales, business, or anticipated savings; (b) depletion of goodwill; (c) loss or corruption of data (other than breach of clause 4 or 9); (d) pure economic loss; or (e) any special, indirect, or consequential loss.

12.3 Subject to clause 12.1, the Supplier's total aggregate liability arising under or in connection with these Terms shall be limited to the lesser of: (a) 0.5 times the total Fees paid by the Client in the 12 months preceding the claim; or (b) £50,000.

12.4 The limitations in clauses 12.2 and 12.3 shall not apply to limit the Client's liability for:

- (a) amounts due under these Terms, including Fees;
- (b) indemnification obligations under clauses 6.6 and 11.1;
- (c) breach of clauses 2.5, 2.6, or the Mandatory Policies;
- (d) breach of clause 9 (Confidentiality);
- (e) infringement of the Supplier's Intellectual Property Rights; or
- (f) fraud.

12.5 Neither party shall be responsible for GDPR fines issued against the other party.

13. GENERAL

13.1 Survival. Clauses 1, 2.6, 4, 5.3, 6, 7, 8, 9, 11, 12, and 13 survive termination.

13.2 Force Majeure. The Supplier shall not be liable for failure or delay caused by Force Majeure Events. If such delay continues for 90 days, either party may terminate.

13.3 Assignment. The Client shall not assign these Terms without the Supplier's consent. The Supplier may assign freely.

13.4 Entire Agreement. These Terms constitute the entire agreement and supersede all prior agreements relating to the subject matter.

13.5 Severance. If any provision is invalid or unenforceable, it shall be deemed deleted without affecting the remaining provisions.

13.6 Third Party Rights. These Terms do not give rights to third parties under the Contracts (Rights of Third Parties) Act 1999.

13.7 Export Control and Sanctions. The Client shall comply with applicable export control and sanctions laws. The Client represents it is not located in, or owned by persons in, sanctioned countries or on sanctions lists. The Supplier may terminate immediately if continued performance would violate sanctions laws.

13.8 Anti-Bribery. The Client shall comply with the Bribery Act 2010 and shall not engage in conduct that would constitute an offence thereunder.

13.9 Modern Slavery. The Client shall comply with the Modern Slavery Act 2015.

13.10 Change of Control. If there is a change of control of the Client, the Client shall notify the Supplier within 14 days. The Supplier may terminate within 30 days of such notification.

13.11 Audit Rights. The Supplier may audit the Client's use of the Platform once per year upon 10 Business Days' notice. If the audit reveals non-compliance, the Client shall pay additional Fees due and the Supplier's audit costs.

13.12 Non-Solicitation. During the Subscription Term and for 12 months thereafter, the Client shall not solicit the Supplier's employees involved in providing the Services.

13.13 Injunctive Relief. The Client acknowledges that breach of clauses 2.5, 2.6, 5.3, 8, or 9 would cause irreparable harm. The Supplier may seek injunctive relief without proof of damages or posting bond.

13.14 Limitation Period. Except for fraud or death/personal injury, no action may be brought more than two years after the party knew or should have known of the facts giving rise to the claim.

13.15 Dispute Resolution. Disputes shall first be escalated to senior representatives for 30 days of good faith negotiation. This does not prevent either party seeking urgent injunctive relief.

13.16 Governing Law. These Terms are governed by the laws of England.

13.17 Jurisdiction. The courts of England have exclusive jurisdiction.