

LUMINANCE PROOF OF VALUE TERMS

Version 3.0 | Last updated 01 October 2026

IMPORTANT – READ CAREFULLY.

These Proof of Value Terms (“Agreement”) are between: (i) Luminance Technologies Ltd, a private limited company registered in England and Wales with company number 09857705, registered address 5th Floor, 20 Station Road, Cambridge, England, CB1 2JD (“Luminance”); and (ii) the entity or organisation of which you, as a user of the Product, are an employee, Third Party User and/or authorised agent (“Customer” or “you”). By ticking the boxes below and clicking submit, you accept these terms, acknowledge that you have read and understood them, and agree (on your own behalf or, if you represent an entity or organisation, on behalf of that entity and any other individuals within it using or accessing the Product) to be bound by them as of the date of acceptance (the “Commencement Date”).

Agreement Documents. This Agreement comprises these Proof of Value Terms and the following documents, each as published on the Legal Hub and incorporated by reference: (i) the Data Processing Addendum; (ii) the AI Systems Terms; (iii) the Beta/Preview Terms (where a Preview Product is made available); and (iv) the Luminance Glossary. The Subprocessor Page is referenced by, and read together with, the Data Processing Addendum. The order of precedence between the documents comprising this Agreement is set out in Clause 12.3. For the purposes of the incorporated documents, this Agreement is the “applicable Agreement”.

1. DEFINITIONS

1.1 Capitalised terms used in this Agreement have the meanings given in the Luminance Glossary (available on the Legal Hub and incorporated into this Agreement by reference), except where this Agreement gives a term a different meaning below. References to a “Product Order Form” in the Glossary shall, for the purposes of this Agreement, be read as references to the scope of the proof of value as confirmed by Luminance in writing by email.

“PoV” means this proof of value trial;

“PoV Period” means (a) two (2) weeks from the Commencement Date; or (b) such other period as Luminance specifies in writing by email at its sole discretion, with (b) taking precedence;

1.2 Rules of construction are as set out in Clause 12.7. Defined terms may be used in the singular or plural depending on the context.

RECITALS

(A) Luminance is the supplier of the commercially available Product. (B) The Customer wishes to evaluate the Product for its internal use and business purposes. (C) Luminance has agreed, by means of a PoV, to demonstrate how the Product may fulfil the Customer’s requirements, on the terms of this Agreement.

2. TERM AND TERMINATION

2.1 The Customer may use the Product free of charge from the Commencement Date and for the duration of the PoV Period, for evaluation purposes only. Save as stated in Clause 12 (survival), this Agreement and the right to use the Product will terminate immediately on the earlier of: (a) expiry of the PoV Period; or (b) the signing of a Product Order Form for the Product.

2.2 Either party may terminate this Agreement for convenience on seven (7) days’ written notice by email to finance@luminance.com (copying legal@luminance.com) at any time during the PoV Period.

3. BETA / PREVIEW PRODUCTS

3.1 Where Luminance makes a non-commercially available Product available for technical preview or beta testing (a “Preview Product”), the Beta/Preview Terms apply and are incorporated into this Agreement by reference.

4. LICENCE GRANT AND RESTRICTIONS

4.1 The Product and the Software shall, throughout the PoV Period, remain the property of Luminance.

4.2 Subject to this Agreement, Luminance grants the Customer a non-exclusive, non-transferable, non-sublicensable licence for the duration of the PoV Period to: (a) access and use the Product for the Customer’s internal business purposes (other than as a stand-alone commercial offering), relating to the processing and

review of Customer Data; (b) use the Documentation; and (c) make a commercially reasonable number of copies of the Documentation, provided that the Customer reproduces all of Luminance's (and its suppliers') copyright notices and proprietary legends on the originals provided to the Customer.

- 4.3 Save as expressly provided in Clause 4.2, the Customer will not (and will procure that its Third Party Users will not) load, execute, copy, distribute, modify, create derivative works from, sublicense or otherwise exploit the Product or Third Party Software, or permit any other person to do so, and all of Luminance's rights in the Product and Third Party Software are reserved.
- 4.4 **Third Party Software / Open-Source Software.** The Product may contain or be accompanied by Third Party Software, including Open-Source Software licensed under the GPL/LGPL and other Open-Source Software licences. Luminance shall be solely responsible for obtaining and maintaining (at its own expense) all necessary licences and rights to enable the Customer to use the Product.
- 4.5 **Hosting.** The Product will be hosted in an AWS region at Luminance's discretion, unless otherwise agreed between the parties in writing.

5. CUSTOMER DATA

- 5.1 **Licence.** For any Customer Data uploaded to the Product, the Customer grants Luminance a limited, non-exclusive, non-transferable, worldwide licence to access and use (a) information entered into, submitted to, or generated through the Customer's use of the Product; and (b) Customer Data, in each case to the extent necessary to provide the Product and improvements, Private Learning, Usage Insights and Outputs. The Customer shall ensure that (subject to Luminance's compliance with the confidentiality, data protection and other requirements in this Agreement) it is permitted to do so in accordance with applicable laws, including Data Protection Laws.
- 5.2 **Private Learning.** The Product will learn from the Customer's usage and the interaction of Customer Data with OOTB Models to provide Outputs and Private Learning. Private Learning and Outputs shall vest with the Customer, as set out in Clause 9, and be treated as Customer Confidential Information. The Customer shall not retain any Intellectual Property Rights in OOTB Models.
- 5.3 **Usage Insights.** Luminance may retain and use on a perpetual basis any Usage Insights of the Product, and information entered into, submitted to, or generated through the Customer's use of the Product, to develop or improve the Product, provided that Luminance ensures no Customer Confidential Information or Personal Data is contained in the Usage Insights and the Customer is not identified or identifiable as the source.
- 5.4 **Additional Generative Models.** Certain features of the Product (including Lumi) use Additional Generative Models, some of which are accessed via a third-party model provider's application programming interface (as described on the Subprocessor Page). Where the Customer uses such a feature, the Customer directs and authorises Luminance to transmit the relevant inputs (including any query text, document content or requested redraft) to the applicable model provider for processing. To the extent such inputs contain Customer Confidential Information or material subject to Intellectual Property Rights, that transmission is a disclosure made at the Customer's direction and is a permitted disclosure for the purposes of Clause 8. Luminance's compliance with that direction does not constitute a breach by Luminance of Clause 8 (Confidentiality) or Clause 9 (Intellectual Property), and Luminance shall have no liability under those clauses in respect of it.

6. THIRD-PARTY USERS

- 6.1 If the Customer permits a Third-Party User to access or use the Product (as a result of the rights granted under Clause 4), whether as the Customer's agent, on the Customer's behalf or otherwise, it may only do so subject to this Clause 6. The Third-Party User shall use the Product only on terms consistent with this Agreement, and will be deemed to have accepted this Agreement as if the Customer had directly used the Product. The Customer remains liable for the acts and omissions of its Third-Party Users.

7. LEGAL ADVICE DISCLAIMER

- 7.1 THE PRODUCT IS NOT INTENDED TO BE, AND MUST NOT BE USED BY THE CUSTOMER OR ANY THIRD-PARTY USER AS, LEGAL ADVICE OR A SUBSTITUTE FOR OBTAINING INDEPENDENT (OR INTERNAL) LEGAL ADVICE RELEVANT AND APPROPRIATE TO THE CUSTOMER'S OR THIRD-PARTY USER'S REQUIREMENTS. NO LEGAL, ADVISORY OR REGULATORY RELIANCE SHOULD BE PLACED UPON THE OUTPUTS OR ANY FUNCTIONALITY

OF THE PRODUCT, NOR ON LUMINANCE. NO LAWYER-CLIENT OR ADVISORY RELATIONSHIP IS CREATED BETWEEN THE PARTIES BY USE OF THE PRODUCT OR ANY REPORTS AND OUTPUTS. THE CUSTOMER AND THIRD-PARTY USER ACKNOWLEDGE THAT LUMINANCE (AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS) WILL NOT BE PROVIDING LEGAL OR OTHER QUALIFIED PROFESSIONAL ADVICE, AND SHOULD CONSULT THEIR OWN LAWYERS OR PROFESSIONALS WHERE APPROPRIATE. THE CUSTOMER AND THIRD-PARTY USER ASSUME SOLE RESPONSIBILITY FOR RESULTS OBTAINED FROM USE OF THE PRODUCT, AND FOR CONCLUSIONS DRAWN, AND LUMINANCE DISCLAIMS ALL LIABILITY FOR ANY LOSS OR DAMAGE CAUSED BY ERRORS OR OMISSIONS IN ANY OUTPUTS.

8. CONFIDENTIALITY

- 8.1 In this Clause 8, “Confidential Information” means any information disclosed by one party (the “Disclosing Party”) to the other (the “Receiving Party”) that is marked confidential, that the Receiving Party knows or ought reasonably to know is confidential, or which by its nature or the circumstances ought to be understood to be confidential, including (a) any Customer programs or data which come into Luminance’s possession or control, or are accessible to Luminance, in connection with this Agreement; and (b) Intellectual Property or know-how of a party.
- 8.2 Each party will treat the other’s Confidential Information as confidential and use it only to fulfil its obligations or exercise its rights under this Agreement, sharing it only with Representatives who need to know it and who are bound by confidentiality obligations no less onerous than those in this Clause 8. The Receiving Party remains liable for its Representatives. These obligations last for five (5) years from receipt or, if longer, for as long as the information remains confidential, and do not cover information that: (a) is lawfully obtained from a third party without breach; (b) is independently developed; (c) is or becomes public other than through breach; or (d) was lawfully held before disclosure.
- 8.3 A party may disclose Confidential Information where required by law or a governmental agency or in response to a subpoena or judicial, administrative or arbitral order, provided that (to the extent lawful) it notifies the Disclosing Party and cooperates with its reasonable efforts to resist or limit disclosure at the Disclosing Party’s expense. It is agreed that money damages may not be a sufficient remedy for breach of this Clause 8 and that either party may seek specific performance and injunctive or other equitable relief. On termination, each party will promptly return or destroy the other’s Confidential Information.

9. INTELLECTUAL PROPERTY

- 9.1 **Intellectual Property Rights.** Except as expressly set out herein, this Agreement grants neither party any rights (implied or otherwise) to the other’s Intellectual Property.
- 9.2 **Customer Intellectual Property.** The Customer retains and/or owns all right, title and interest in and to Customer Data, Private Learning and the content of any Outputs.
- 9.3 **Luminance Intellectual Property.** Luminance retains and/or owns all right, title and interest in and to the Product, the Software, the OOTB models, and any other proprietary information developed or created by Luminance.

10. LIMITATION OF LIABILITY

- 10.1 The Customer acknowledges that it is in the nature of a proof of value that the Product is provided strictly “as is”, and Luminance gives no warranty in relation to the Product, the Software, their functionality or their suitability for the Customer’s requirements. All warranties and other terms implied by law are, to the fullest extent permissible, excluded.
- 10.2 Nothing in this Agreement limits or excludes either party’s liability for: (a) breach of Clause 8 (Confidentiality); (b) fraud; or (c) any liability which cannot be limited or excluded by law. Subject to the foregoing, neither party will be liable for any loss of profits or revenue, account of profits, increased costs, loss of anticipated savings, loss of opportunity, loss of goodwill or reputation, loss or corruption of data, or any indirect or consequential loss. Subject to the foregoing, each party’s maximum aggregate liability arising out of or in connection with this Agreement is limited to £10,000.

11. DATA PROTECTION

- 11.1 The parties acknowledge that Personal Data may be processed in connection with this Agreement in accordance with the Data Protection Laws, and shall comply with the Data Processing Addendum, which is incorporated into this Agreement by reference. For the purposes of this Agreement, the Customer is the Data Controller and Luminance is the Data Processor.

12. GENERAL, GOVERNING LAW AND JURISDICTION

- 12.1 **Survival.** The following survive termination: Clause 4 (Licence Grant and Restrictions), Clause 5 (Customer Data), Clause 7 (Legal Advice Disclaimer), Clause 8 (Confidentiality), Clause 9 (Intellectual Property), Clause 10 (Limitation of Liability), Clause 11 (Data Protection) and this Clause 12.
- 12.2 **Entire agreement.** This Agreement and the documents referred to in it contain the whole agreement between the parties and supersede all prior arrangements relating to its subject matter. Each party acknowledges that it does not rely on any statement, representation, assurance or warranty other than as expressly set out in this Agreement, and its only remedies in respect of any such representation are for breach of this Agreement.
- 12.3 **Order of precedence.** In the event of conflict, the following order of precedence applies: (1) the Data Processing Addendum (read together with the Subprocessor Page), but only to the extent it provides greater protection for Personal Data; (2) the Beta/Preview Terms, but only in respect of Preview Products and only to the extent expressly stated in those terms; (3) these Proof of Value Terms; (4) the AI Systems Terms; and (5) the Luminance Glossary and any other document incorporated by reference. Where any document incorporated by reference states that it prevails over this Agreement, that statement is subject to this Clause 12.3.
- 12.4 **Deletion of Customer Data.** Other than as set out in this Agreement, and absent written notice from the Customer to finance@luminance.com (copying legal@luminance.com) requesting expedited deletion, Luminance shall maintain Customer Data and full Customer access to the Product for the Retention Period, during which the Customer may download and delete any Customer Data or Outputs. Following expiry of the Retention Period, Luminance shall delete or destroy all copies of Customer Data (including Outputs) without liability or additional notice. Customer Data (including Outputs) cannot be recovered once deleted or destroyed.
- 12.5 **Governing law and jurisdiction.** This Agreement and all non-contractual obligations arising out of or in connection with it are governed by the laws of England and Wales, and the courts of England and Wales have exclusive jurisdiction over any dispute arising out of or in connection with it. The United Nations Convention on Contracts for the International Sale of Goods does not apply.
- 12.6 **Description of entity.** Should the entity stated as entering into this Agreement not be correctly stated or be incorrectly identified, this Agreement shall be binding on the legal entity or entities of which each user is an employee.
- 12.7 **Construction.** Clause headings are for convenience only; the singular includes the plural and vice versa; “including” and similar terms are illustrative and non-limiting; and a reference to any document is to that document as amended from time to time in accordance with this Agreement.

Acceptance

For the avoidance of doubt, the Commencement Date is the date of the first acceptance by the user of these terms (by ticking below and clicking submit), after which the PoV will start immediately.

☐ Yes, I agree to these terms and confirm that, by accepting them, I warrant that I have the legal power and authority (whether as authorised signatory or as authorised by such signatory) to bind my organisation or entity to these terms for the purposes of this PoV only.

☐ I consent to Luminance processing my personal data (including name, title and email address) for the sole purpose of providing this Proof of Value.