CoreGrowth AI Ltd — Master Software Licence & Services Agreement (MSLA) & Standard Contract Set

Document: 04 of 11

Document Reference: CG-MSLA-2026.11

Effective Date: November 2026

Governing Law: Laws of England and Wales

Provider: CoreGrowth AI Ltd (trading as ClarityScale), company number 17505890, registered office: Unit 5, Concept Court, Kettlestring Lane, York, North Yorkshire, YO30 4XF

PART A: CONTRACT STRUCTURE

This Master Software Licence & Services Agreement (**"MSLA"**) is entered into by the Parties signing an **Enterprise Order Form** (**Document 06**), which identifies the Customer, the licensed Services, the Subscription Term, the Subscription Fees and any agreed Special Terms. Each signed Order Form incorporates this MSLA and the following Schedules:

Schedule	Document
Schedule 1	Service Level Agreement (SLA) & Enterprise Support (below)
Schedule 2	Acceptable Use & Private AI Governance Policy (below)
Schedule 3	Data Processing Agreement (Document 02)
Schedule 4	Security Architecture & Technical Verification Whitepaper (Document 01)
Schedule 5	Third-Party Sub-Processors & AI Providers Register (Document 03)
Schedule 6	Certificate(s) of Insurance, issued separately by CoreGrowth's insurer or broker

PART B: MASTER SOFTWARE LICENCE & SERVICES TERMS

1. Definitions

1.1 **"Authorised Users"** means Customer's employees, directors, officers, and contracted advisors who are authorised by Customer to access the Service via Customer's HubSpot portal or CoreGrowth workspace.

1.2 **"Customer Data"** means all electronic data, CRM records (Contacts, Companies, Deals, Owners, Tasks), documents, audio streams, transcripts, and strategic inputs submitted by or on behalf of Customer to the Service.

1.3 **"Documentation"** means CoreGrowth's technical, security, and user documentation made available at https://cs.coregrowth.ai/support.

1.4 **"Output"** means the executive summaries, 4-Pillar Scalable Growth System (SGS) diagnostics, recommended actions, board packs, and meeting minutes generated by the Service from Customer Data.

1.5 **"Service"** means the CorePilot™, Accelerated Insights™, CoreGrowth Boardroom™, and CoreSuite™ software-as-a-service applications and APIs identified in the Order Form.

2. Licence Grant & Scope of Use

2.1 **Grant of Licence:** Subject to payment of the applicable Subscription Fees and compliance with this Agreement, CoreGrowth grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide right during the Subscription Term to access and use the Service and Documentation solely for Customer's internal business operations.

2.2 **Use Restrictions:** Customer shall not (and shall not permit any third party to): (a) license, sell, rent, lease, or resell the Service; (b) reverse engineer, decompile, or attempt to extract the source code, model weights, or LoRA adapters of the Service; (c) use the Service to build a competing product or train competing AI models; (d) bypass or probe any authentication, rate-limiting, or Row-Level Security (RLS) boundary; or (e) submit unlawful, infringing, or malicious code to the Service.

3. Private AI Governance & HubSpot Integration Terms

3.1 **Private GPU Execution:** CoreGrowth warrants that all LLM inference (CS-AI-Frontier 18-Role C-Suite Swarm), vector embedding, speech-to-text transcription, and voice synthesis execute on CoreGrowth's dedicated private GPU infrastructure. Customer Data is **never** transmitted to any third-party AI model provider and is **never** used to train models for other customers.

3.2 **Human-in-the-Loop CRM Write-Back:** When connected to Customer's HubSpot portal, the Service operates on a read-only analytical basis by default (crm.objects.contacts.read, crm.objects.companies.read, crm.objects.deals.read, crm.objects.owners.read). Write-backs to HubSpot (crm.objects.companies.write / Tasks) occur **solely** when explicitly approved by an Authorised User.

3.3 **No Regulated Financial or Legal Advice:** Customer acknowledges that Outputs are generated by statistical and probabilistic AI systems for executive decision-support only and do not constitute regulated financial, investment, legal, or accounting advice. Customer remains solely responsible for verifying Outputs prior to execution.

4. Customer Data & Intellectual Property Ownership

4.1 **Ownership of Customer Data & Outputs:** As between the Parties, Customer retains all right, title, and interest (including all Intellectual Property Rights) in and to **Customer Data** and all customer-specific **Outputs** generated from Customer Data.

4.2 **Licence to Process Customer Data:** Customer grants CoreGrowth a limited, non-exclusive licence during the Subscription Term to host, stage, process, and transmit Customer Data solely as necessary to provide, secure, and support the Service in accordance with this Agreement and the Data Processing Agreement (DPA).

4.3 **CoreGrowth Platform IP:** CoreGrowth (and its licensors) retains all right, title, and interest in and to the Service, the Accelerated Insights™ C-Suite Swarm models, LoRA adapters, the Scalable Growth System (SGS / 4Ps) methodology, software architecture, algorithms, and Documentation.

5. Data Protection, Security & Multi-Tenant Isolation

5.1 **Data Processing Agreement:** The Parties shall comply with the **Data Processing Agreement (DPA)** (Document 02), which is incorporated into and forms an integral part of this Agreement.

5.2 **Security Safeguards:** CoreGrowth shall maintain the administrative, physical, and technical safeguards set out in the **Security Architecture & Technical Verification Whitepaper** (Document 01), including TLS 1.3 encryption in transit (with TLS 1.2 minimum AEAD fallback and HSTS preload), AES-256 encryption at rest, HubSpot Signature v3 HMAC verification, and PostgreSQL Row-Level Security (FORCE ROW LEVEL SECURITY) on every table that holds Customer Data.

6. Fees, Invoicing & Taxes

6.1 **Fees:** Customer shall pay the Subscription Fees specified in the Order Form. Except as expressly provided in Sections 5.3 of the DPA, 8.2, or 11.3 of this MSLA, all Subscription Fees are non-cancellable and non-refundable.

6.2 **Invoicing & Late Payment:** Subscription Fees are invoiced annually in advance, on the start date of the Subscription Term and on each anniversary of it, and are payable within thirty (30) days of the invoice date. Undisputed overdue amounts may accrue interest at 4% per annum above the Bank of England base rate.

6.3 **Taxes:** All Fees are exclusive of Value Added Tax (VAT) and applicable sales or withholding taxes, which shall be payable by Customer at the prevailing statutory rate.

6.4 **Renewal Pricing:** CoreGrowth may increase the Subscription Fees for any Renewal Term by giving Customer at least sixty (60) days' written notice before the end of the then-current term. Any increase shall not exceed the greater of five per cent (5%) and the percentage increase in the UK Consumer Prices Index (CPI) over the preceding twelve (12) months.

7. Confidentiality

7.1 **Definition: "Confidential Information"** means all non-public business, technical, financial, or commercial information disclosed by one Party (**"Discloser"**) to the other Party (**"Recipient"**), including Customer Data (which is Customer's Confidential Information) and CoreGrowth's security architecture, pricing, and AI model designs (which are CoreGrowth's Confidential Information).

7.2 **Obligations:** Recipient shall: (a) use Discloser's Confidential Information solely to exercise its rights and perform its obligations under this Agreement; (b) protect Discloser's Confidential Information using at least the same degree of care it uses to protect its own confidential information of like nature (and no less than reasonable care); and (c) not disclose Confidential Information to any third party except to employees, professional advisors, and authorised Sub-processors bound by written confidentiality obligations no less protective than those herein.

7.3 **Exclusions:** Confidentiality obligations shall not apply to information that: (i) is or becomes publicly known through no breach of this Agreement; (ii) was rightfully known to Recipient prior to disclosure; (iii) is independently developed by Recipient without reference to Discloser's Confidential Information; or (iv) is

required to be disclosed by law, court order, or regulator (provided Recipient gives prompt prior notice where legally permissible).

8. Warranties & Remedies

8.1 **Mutual Warranties:** Each Party warrants that it is duly incorporated, has full corporate power and authority to enter into this Agreement, and that its performance will comply with applicable laws.

8.2 **Service Performance Warranty:** CoreGrowth warrants that during the Subscription Term: (a) the Service will perform materially in accordance with the Documentation and the SLA in Schedule 1; (b) CoreGrowth will not materially decrease the functionality or security controls of the Service; and (c) the Service will be free from material malicious code (viruses, worms, Trojan horses). For any breach of Section 8.2(a), Customer's exclusive remedy shall be for CoreGrowth to cure the non-conformity within thirty (30) days of written notice, failing which Customer may terminate the Agreement and receive a pro-rata refund of prepaid, unused Subscription Fees.

8.3 **Disclaimer:** Except as expressly set out in this Agreement, all implied warranties, conditions, or terms (including implied warranties of merchantability or fitness for a particular purpose) are excluded to the fullest extent permitted by law.

9. Intellectual Property Indemnification

9.1 **Indemnity by CoreGrowth:** CoreGrowth shall defend Customer against any third-party claim alleging that Customer's authorised use of the Service infringes any patent, copyright, database right, or trade secret, and shall indemnify Customer against any damages, losses, and reasonable legal costs finally awarded or agreed in settlement by CoreGrowth.

9.2 **Mitigation:** If the Service becomes (or in CoreGrowth's opinion is likely to become) the subject of an infringement claim, CoreGrowth may at its expense: (a) procure the right for Customer to continue using the Service; (b) modify or replace the Service so that it is non-infringing with materially equivalent functionality; or (c) if neither (a) nor (b) is commercially reasonable, terminate the Agreement and refund any prepaid, unused Fees.

9.3 **Indemnity by Customer:** Customer shall defend and indemnify CoreGrowth against any third-party claim arising from Customer's unlawful collection or submission of Customer Data in breach of Applicable Data Protection Law or Section 2.2.

10. Limitation of Liability

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

10.2 **Exclusion of Consequential Loss:** Subject to Section 10.1, neither Party shall be liable to the other for any indirect, special, or consequential loss, or for any loss of profits, revenue, goodwill, or anticipated savings.

10.3 **General Liability Cap:** Subject to Sections 10.1 and 10.4, each Party's total aggregate liability arising out of or in connection with this Agreement in any twelve (12) month contract year shall not exceed **100% of the total Subscription Fees paid or payable by Customer in the twelve (12) months immediately preceding the event giving rise to the claim**.

10.4 **Enhanced Super-Cap for Data Protection & Confidentiality:** CoreGrowth's total aggregate liability for breaches of Section 5 (Data Protection & Security), Section 7 (Confidentiality), or Section 9.1 (IP Indemnity) shall be subject to an enhanced cap of **two hundred percent (200%) of the annual Subscription Fees** (or **£250,000**, whichever is greater).

11. Term, Termination & Exit Assistance

11.1 **Term:** This Agreement commences on the Effective Date and continues for the Initial Term and any Renewal Terms specified in the Order Form unless terminated earlier in accordance with this Section 11.

11.2 **Termination for Cause:** Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) commits a material breach of this Agreement that is irremediable or (if remediable) fails to cure such breach within thirty (30) days of written notice; or (b) becomes insolvent, enters administration, liquidation, or receivership, or ceases to carry on business.

11.3 **Data Export & Post-Termination Erasure:** For thirty (30) days following termination or expiry, Customer may export its historical reports, conversation history, and action logs via the Service's self-service export tools. Following such thirty (30) day window (or earlier upon Customer's written request), CoreGrowth shall permanently delete all Customer Data in accordance with Section 8 of the DPA and certify deletion in writing.

12. Insurance

12.1 CoreGrowth shall maintain in force throughout the Subscription Term insurance cover with reputable insurers that is appropriate to its business and its obligations under this Agreement, including Employers' Liability insurance as required by law.

12.2 Current certificate(s) of insurance, issued by CoreGrowth's insurer or broker, shall be provided to Customer on written request (Schedule 6).

13. General Provisions

13.1 **Anti-Bribery & Modern Slavery:** Each Party shall comply with the UK Bribery Act 2010 and the UK Modern Slavery Act 2015.

13.2 **Force Majeure:** Neither Party shall be liable for delay or failure in performance caused by events beyond its reasonable control, provided the affected Party notifies the other promptly and uses reasonable endeavours to mitigate the disruption.

13.3 **Assignment:** Neither Party may assign or transfer this Agreement without the other Party's prior written consent, except in connection with a merger, acquisition, or corporate reorganisation involving substantially all of its assets.

13.4 **Entire Agreement & Order of Precedence:** This MSLA and its Schedules constitute the entire agreement between the Parties and supersede all prior proposals or understandings. In the event of any conflict regarding the processing of Personal Data, the **Data Processing Agreement (DPA)** shall prevail.

13.5 **Governing Law & Jurisdiction:** This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the **laws of England and Wales**, and the

Parties submit to the **exclusive jurisdiction of the courts of England and Wales**.

SCHEDULE 1: SERVICE LEVEL AGREEMENT (SLA) & ENTERPRISE SUPPORT

1. Service Availability Commitment

- **Target Monthly Uptime:** CoreGrowth commits to a **99.5% Monthly Uptime Percentage** for the CorePilot™ and Accelerated Insights™ production gateway (https://cs.coregrowth.ai), excluding scheduled maintenance notified at least 48 hours in advance and performed outside UK core business hours (08:00–18:00 UK time, Monday–Friday).

2. Support Severity Levels & Response SLAs

Support is provided during UK business hours (08:00–18:00 UK time, Monday–Friday, excluding UK public holidays). Outside those hours, CoreGrowth monitors the platform and will respond to P1 incidents on a best-efforts basis. Personal Data Breach notification under DPA Section 7 applies at all times.

Customer may log support tickets directly inside the HubSpot CorePilot™ **Help & Support** tab, via the Unified Support Hub (https://cs.coregrowth.ai/support), or by emailing support@coregrowth.ai:

Severity Level	Definition	Initial Response SLA	Target Resolution / Workaround
P1 — Critical	Complete production outage of CorePilot™ or HubSpot OAuth sync; confirmed security incident.	**< 1 Business Hour**; outside business hours, best efforts	**< 4 Business Hours**
P2 — High	Major feature degradation (e.g., C-Suite Swarm inference or Boardroom transcription degraded) with no immediate workaround.	**< 4 Business Hours**	**< 1 Business Day**
P3 — Medium	Non-critical feature issue, UI formatting issue, or KPI variance inquiry with a workaround available.	**< 1 Business Day**	**< 3 Business Days**
P4 — Low	General "how-to" questions, feature requests, or documentation inquiries.	**< 2 Business Days**	Scheduled release / FAQ

3. Service Credits

If Monthly Uptime falls below 99.5% in any calendar month, Customer shall be entitled upon written request to a Service Credit applied against future invoices:

- **99.0% – 99.49% Uptime:** 10% of the monthly pro-rata Subscription Fee

- **95.0% – 98.99% Uptime:** 25% of the monthly pro-rata Subscription Fee

- **< 95.0% Uptime:** 50% of the monthly pro-rata Subscription Fee

SCHEDULE 2: ACCEPTABLE USE & PRIVATE AI GOVERNANCE POLICY

1. **Human Accountability for CRM Write-Backs:** CorePilot™ stages proposed actions for review. No task is written to Customer's HubSpot CRM without explicit human approval by an Authorised User with company administrator or task-approval permissions.

2. **Prohibition on Adversarial Probing:** Users must not intentionally submit prompt-injection payloads, jailbreak strings, or automated scraping traffic against the Accelerated Insights™ gateway.

3. **Boardroom Recording & Consent Governance:** When using CoreGrowth Boardroom™ live microphone capture or voiceprint enrollment, Customer is responsible for ensuring that meeting participants are notified that AI transcription and minutes generation are active, and for obtaining each participant's **explicit consent** before enrolling their voiceprint for speaker identification (DPA Annex I).

EXECUTION BLOCK

Signed for and on behalf of CoreGrowth AI Ltd:

- **Signature:** [Insert]

- **Name:** Jonathan Yates

- **Title:** Director / Co-Founder

- **Date:** [Insert]

Signed for and on behalf of Customer ([Insert Customer Legal Name]):

- **Signature:** [Insert]

- **Name:** [Insert]

- **Title:** [Insert]

- **Date:** [Insert]