CENTURION

Subscription and Option to Acquire Agreement

CENTURION PRACTICE · FORM V1.1

BUSINESS TO BUSINESS · FORM V1.1 · NOVEMBER 2026

Centurion AI · Prepared by Titus, assistant to Mr Barkus · Not legal advice

Centurion Practice

Adrian Barkus, trading as Centurion AI · 71-75 Shelton Street, Covent Garden, London WC2H 9JQ

Form v1.1 · November 2026

SUMMARY OF TERMS

The whole of the deal in one page, so that the operative clauses can be read against it.

Term	Position
Parties	Adrian Barkus, trading as Centurion AI, of 71-75 Shelton Street, Covent Garden, London WC2H 9JQ, and the Customer, an accountancy practice or other business.
Customer type	Business to business only. Companies, LLPs and partnerships, invoiced to the firm's account. Clause 2.4.
Product	Centurion Practice: one appliance, **up to ten Named Users**, one Practice Library of the firm's own material, and the Administrator's Console. The appliance is an NVIDIA DGX Spark — GB10 Grace Blackwell superchip, 128 GB unified memory, 4 TB NVMe, running the model itself. Schedule 2.
Territory	The United Kingdom, plus the markets recorded in Schedule 1 where Centurion holds the required registrations. Clause 2.6.
Hosted phase	From the Effective Date the practice runs on Centurion's infrastructure for up to ten users. The firm is working from day one; nothing waits for the appliance.
Appliance delivery	Supplied once the Customer's cumulative payments reach **€8,350** (the fifth Monthly Fee). Delivered in **month 6** of 24, the month fixed in Schedule 1 at signature.
Hardware cost movement	The delivery threshold is set against an appliance cost to Centurion of €7,487. If that cost moves before delivery, the threshold moves with it — in either direction — subject to a 15 per cent ceiling and the Customer's right to walk away. Clauses 6.2A and 6.2B.
Quotation validity	The figures on a proposal are held for **seven days** from the date stated on it, and the proposal carries a box for the Customer to initial. Clause 2.8.
Monthly fee	**€1,670 per month for 24 months. Total €40,080**, exclusive of VAT. One price whether two of the ten use it or all ten.
Paying outright	**€33,400** in one payment instead of 24 Monthly Fees.
Brain route	Where the Customer already holds a Centurion Brain bought directly from Centurion and keeps it: **€1,255 per month, total €30,120**, or **€25,100** outright. The Brain's licence element — €8,300 — is credited; the hardware is not, because the Customer keeps it. Clause 7A and Schedule 8.
VAT	Centurion's VAT registration is in progress. No VAT is charged until Centurion notifies the Customer of its registration, and from that date VAT is added to the amounts above at the rate then applicable. Clause 4.3.
Option to acquire	On payment of all 24 instalments, the Customer may acquire the appliance for **€1.00**. Title passes on a recorded date against a signed certificate (Schedule 5).
Early settlement	Either party may propose a discounted early settlement at any time. No formula and no entitlement: the figure is negotiated and recorded on a signed Schedule 7, it can never exceed the outstanding balance, and declining one costs the customer nothing. Clause 20.
Licence	Separate from this Agreement. Included for the whole 24-month Subscription Term, covering up to ten Named Users; renews at **€2,000 per year** from month 25.

Capacity	**Four Named Users may hold a full conversation at the same time**, with no session waiting on another. A fifth and subsequent session is queued and begins within a commercially reasonable time; no session fails and none is dropped. Stated in the build specification at Schedule 2, warranted at clause 15.1, and proved by the acceptance test recorded at Schedule 9.
Separation	Each Named User is a separate profile with a separate memory, separated at the **application layer**. One disk, owned by the practice, reachable by the Administrator. Clauses 11.5 and Schedule 4.
Default remedy	Suspension, a cure period, then termination. **No acceleration** of the remaining instalments. Centurion's remedy is the return of unpaid hardware and the end of the service, not a debt claim for a service the customer has not had.
Title until the Option is exercised	The appliance remains Centurion's property. Retention of title, plus an obligation to return on termination.
Data	The Customer's data belongs to the Customer, and so does the Practice Library. Centurion is a processor during the hosted phase and not a controller at any point. Schedule 4.
Late payment	Interest at 10 per cent above the Bank of England base rate from the due date. Clause 4.5.
Liability	Capped at the Total Fees plus the replacement value of the Appliance in the two cases stated. Loss of profit, revenue, business and every other loss beyond that is excluded; the Customer checks output before relying on it. Clauses 16.2 to 16.2B.
Law	England and Wales.

THE AGREEMENT

1. DEFINITIONS

1.1 In this Agreement:

(a) "Administrator" means the individual nominated by the Customer in Schedule 1 who holds the Console, and any replacement notified to Centurion in writing.

(b) "Appliance" means the hardware described in Schedule 2, supplied to the Customer under this Agreement.

(c) "Business Day" means a day other than a Saturday, Sunday or public holiday in England and Wales.

(d) "Console" means the Administrator's controls within the Services: the list of Named Users, the Practice Library's contents and permissions, and the licence and support settings.

(e) "Customer Data" means data, documents and other material supplied by the Customer or its Named Users to the Services, including the Practice Library.

(f) "Effective Date" means the date on which the first Monthly Fee is paid.

(g) "Hosted Environment" means Centurion's infrastructure on which the Services run before migration to the Appliance.

(h) "Licence" means the separate licence agreement under which the Customer is permitted to operate the software on the Appliance (clause 9).

(i) "Monthly Fee" means €1,670, being one twenty-fourth of the Total Fees, or €1,255 where clause 7A applies.

(j) "Named User" means an individual named in Schedule 1, or substituted under clause 10.3, who is authorised to use the Services on the Customer's behalf.

(k) "Option" means the option to acquire the Appliance under clause 7.

(l) "Practice Library" means the collection of the Customer's own precedents, engagement letters, checklists, house style and other material held within the Services for use by its Named Users.

(m) "Services" means the subscription services described in clause 2 and Schedule 3.

(n) "Subscription Term" means 24 months from the Effective Date.

(o) "Total Fees" means €40,080, being 24 Monthly Fees, or €30,120 where clause 7A applies, in each case exclusive of VAT.

1.2 A reference to a month is to the period beginning on the Effective Date and ending on the day before the same date in the following month; where that date does not exist in a month, the month ends on its last day.

1.3 Clause headings are for convenience and do not affect interpretation. "Including" means including without limitation.

2. THE SERVICES

2.1 From the Effective Date, Centurion shall provide:

(a) a working Centurion for **up to ten Named Users**, each with a separate profile, separate memory and separate history;

(b) the **Practice Library**: material placed in it by the Customer, readable by all Named Users and writeable only by those the Administrator permits;

(c) the **Console**, by which the Administrator controls who has access, what the Library holds, and the settings recorded in Schedule 3;

(d) during the hosted phase, hosting, backups and support as described in clauses 5 and 14;

(e) the migration of all Named Users' profiles and the Practice Library to the Appliance in accordance with clause 6.5.

2.2 The Services are supplied to the Customer's business, for its own internal use in the conduct of its practice, and not for resale, for provision to third parties as a service, or for personal use.

2.3 Centurion shall provide the Services with reasonable skill and care. The Customer acknowledges that the Centurion is a tool that produces drafts and analysis for a qualified human to check, and that it is not a substitute for the professional judgement of the Customer or its Named Users.

2.4 Business to business — condition precedent. Centurion supplies on business-to-business terms only. This clause is a condition precedent to the Agreement, a continuing representation by the Customer, and a warranty repeated on each payment. The Customer represents that it is a business acting in the course of business and not a consumer; that the Agreement is entered into for the purposes of its business; and that no individual is the debtor under it. If the representation ceases to be true, Centurion may terminate under clause 18.

2.5 Authority. The person signing or accepting for the Customer confirms that they are authorised to bind it. A partner, director, trustee or other officer who signs does so for the Customer and incurs no personal liability under this Agreement.

2.6 Territory. Centurion offers this Agreement only in the markets recorded in Schedule 1, being markets where it has complied with the registrations the supply requires. A Customer established elsewhere may be offered the agreement on modified terms, or not at all.

2.7 Not professional advice. The Services do not provide legal, tax or accounting advice, and the Customer remains responsible for the advice it gives its own clients.

2.8 Quotation validity. The Customer acknowledges that the figures on which its proposal was prepared were quoted subject to a validity of seven days from the date stated on the proposal, that the published price is reviewed monthly against hardware market rates, and that the Monthly Fee and Total Fees in this Agreement are those agreed at signature and are fixed for the Subscription Term under clauses 4.1 and 4.6 notwithstanding any later movement in the published price. The Customer confirms that it initialled the proposal at the point where that seven-day validity was stated, that it read that statement before signing this Agreement, and that it did not enter into this Agreement in reliance on any earlier figure, quotation, published price or representation as to price.

3. TERM

3.1 This Agreement begins on the Effective Date and continues for the Subscription Term, unless terminated earlier under clause 18 or settled under clause 20.

3.2 The Agreement does not renew automatically. From month 25 the Customer holds the Appliance (subject to exercise of the Option) and the Licence continues or lapses under its own terms.

3.3 The Customer may add a second Practice only by a further agreement of this kind. Clause 6.9 applies where the Customer wishes to grow beyond ten Named Users.

4. FEES

4.1 The Monthly Fee is **€1,670** and the Total Fees are **€40,080**, being 24 Monthly Fees. Where clause 7A applies the Monthly Fee is **€1,255** and the Total Fees are **€30,120**. Those amounts are exclusive of VAT, which is added where clause 4.3 provides. The Customer shall pay the Monthly Fee for each of the 24 months of the Subscription Term, in accordance with Schedule 1.

4.2 Each Monthly Fee is payable in advance on the first Business Day of the month to which it relates, by card or by such other method as the parties agree in writing.

4.3 VAT. Centurion's registration for value added tax is in progress. Until Centurion notifies the Customer in writing that it is registered, and of its registration number, no VAT is charged on the Monthly Fee, the Option Price or any Settlement Sum, and no VAT invoice is issued. From the date of that notice VAT is charged on those amounts at the rate then applicable, **in addition to** the amounts stated in this Agreement, and Centurion shall issue a VAT invoice showing the VAT separately. Nothing in clause 4.6 prevents VAT being added under this clause. Where the Customer belongs in another Member State or outside the European Union, the parties shall apply the reverse-charge or place-of-supply rules then applicable and Centurion shall invoice accordingly.

4.4 Tax representations. The Customer shall provide accurate VAT and tax information on request, and shall indemnify Centurion against any liability arising from information that is inaccurate.

4.5 Where the Customer fails to pay an amount due, Centurion may charge interest on the overdue amount at **10 per cent above the Bank of England base rate**, accruing daily from the due date until payment, and may suspend under clause 17. Such interest is without prejudice to Centurion's right to fixed compensation for the cost of recovering the debt under the Late Payment of Commercial Debts (Interest) Act 1998 and the Regulations made under it, and is intended by the parties to be a substantial remedy for late payment for the purposes of section 8 of that Act.

4.6 The Monthly Fee is fixed for the Subscription Term and shall not be varied, save as expressly provided in clause 6.2A.

4.7 No discount, rebate, waiver or set-off shall be applied to the Monthly Fee except as agreed in writing by Centurion. There is **no automatic early-settlement figure** under this Agreement, and neither party is obliged to offer or to accept one: save for a settlement agreed under clause 20, the Option depends on all 24 Monthly Fees being paid.

5. PROVISIONING AND THE HOSTED PHASE

5.1 Centurion shall provision the practice in the Hosted Environment **within five Business Days** of the Effective Date, for up to ten Named Users.

5.2 During the hosted phase, Centurion shall use reasonable endeavours to make the Services available during business hours, excluding planned maintenance notified in advance and failures outside its reasonable control.

5.3 Centurion shall take daily backups of Customer Data in the Hosted Environment and shall retain them for 30 days.

5.4 The Customer acknowledges that the hosted phase is a delivery mechanism for the subscription and does not enlarge the Customer's rights in the software, which are governed by the Licence.

5.5 If Centurion fails to provision the practice within the period in clause 5.1, the Customer may terminate this Agreement under clause 18.2 and shall receive a refund of Monthly Fees paid for the period in which the Services were not provided.

6. SUPPLY AND DELIVERY OF THE APPLIANCE

6.1 Subject to clause 6.2, Centurion shall deliver the Appliance to the Customer's premises in the **Delivery Month** stated in Schedule 1, being month 6 of the Subscription Term.

6.2 Centurion is not obliged to deliver the Appliance unless, at the proposed Delivery Date:

(a) the Customer's cumulative Monthly Fees paid equal or exceed **€8,350**, being five Monthly Fees;

(b) the Customer is not in arrears under this Agreement; and

(c) the Customer has given safe and reasonable access for delivery and installation.

6.2A Hardware cost movement. The sum in clause 6.2(a) is set against an Appliance cost to Centurion of **€7,487** at the date of this Agreement, being Centurion's cash cost inclusive of any VAT that Centurion cannot recover. If, before the Delivery Date, the cost to Centurion of obtaining an appliance conforming to Schedule 2 rises above that figure, Centurion may give the Customer written notice of the increase, accompanied by evidence of it, and may either (a) increase the sum in clause 6.2(a) by the amount of the increase, or (b) increase the Monthly Fee proportionately for the remainder of the Subscription Term. If that cost falls below €7,487 before the Delivery Date, Centurion shall reduce the sum in clause 6.2(a) by the amount by which it has fallen and shall notify the Customer accordingly.

6.2B Limit on the adjustment. An adjustment under clause 6.2A shall not exceed the equivalent of **15 per cent of the Total Fees** in aggregate. Where an increase would exceed that limit, the Customer may terminate this Agreement by written notice given within 30 days of receiving the notice under clause 6.2A, without early termination charge, and clause 8.4 applies to the return of any Appliance already delivered.

6.3 Delivery is complete when the Appliance is made available at the delivery address in Schedule 1. Risk in the Appliance passes to the Customer on delivery; title does not pass until the Title Transfer Date (clause 7.3).

6.4 The Customer shall provide safe and reasonable access to its premises, and shall ensure that a person able to accept delivery and sign the delivery record is present.

6.5 Migration. Centurion shall migrate the Services from the Hosted Environment to the Appliance, and shall use reasonable endeavours to do so without material interruption. The migration includes every Named User's profile, memory and history, and the Practice Library in full. The date is scheduled with the Customer not less than a fortnight in advance.

6.6 If the Appliance is defective at delivery, the Customer shall notify Centurion within 14 days and Centurion shall repair or replace it at its cost.

6.7 Importer of record. Unless Schedule 1 states otherwise, where the Appliance is delivered outside the United Kingdom the Customer is the importer of record and is responsible for import formalities, customs duty and import VAT. Where the delivery address is in an approved market recorded in Schedule 1 and Centurion has the registrations in place, Centurion is the importer and delivers duty-paid.

6.8 Growth beyond ten. The licence covers **ten Named Users** on one Appliance. An eleventh user requires a second Practice under a further agreement of this kind. There is no upgrade path on the same appliance, and the Customer acknowledges that this is a limit of the platform rather than a licence restriction designed to extract a further fee.

7. OPTION TO ACQUIRE THE APPLIANCE

7.1 On condition that the Customer has paid all 24 Monthly Fees in full and is not in arrears under this Agreement or under the Licence, the Customer may acquire the Appliance for **€1.00**.

7.2 The Option is exercised by written notice to Centurion and payment of the Option Price.

7.3 On exercise of the Option, Centurion shall record the Title Transfer Date and issue a signed certificate in the form at Schedule 5.

7.4 If the Customer does not exercise the Option within 30 days of paying the twenty-fourth Monthly Fee, the Appliance remains Centurion's property and Centurion may recover it, subject to giving 30 days' written notice.

7.5 The Option is personal to the Customer and may not be assigned or transferred without Centurion's written consent.

7.6 The Option relates to the Appliance only. It does not transfer any intellectual property in the software, which is licensed under clause 9, and does not entitle the Customer to operate the software without a current Licence.

7A. Customers holding a Centurion Brain

7A.1 Where the Customer has previously acquired a Centurion Brain from Centurion and that Brain remains in the Customer's possession, the Customer may take this Agreement on the terms in this clause instead of those in clause 4.1.

7A.2 The Customer retains the Brain. Nothing in this Agreement transfers, collects, wipes or requires the return of the Brain, which is not part of the Appliance, of the Total Fees, or of the Option.

7A.3 The Monthly Fee is **€1,255** and the Total Fees are **€30,120**, being 24 Monthly Fees. Paying outright instead, the price is **€25,100**. This reflects a credit of **€8,300**, being the licence element of the Brain already paid for by the Customer. No credit is given for hardware, because no hardware is returned. The Total Fees apply the same 20 per cent premium over a cash price that any lease carries, which is why they are not the headline cash figure less the credit.

7A.4 The credit is available once per Customer, only against a Brain acquired directly from Centurion, and Centurion may require evidence of the acquisition before the first Monthly Fee is taken.

7A.5 Save as varied by this clause, every other provision of this Agreement applies unchanged, including clause 6 (supply and delivery of the Appliance), clause 7 (Option to acquire) and the capacity commitment in Schedule 2.

8. TITLE, RISK AND RETENTION OF TITLE

8.1 Property in and title to the Appliance remain with Centurion until the Title Transfer Date.

8.2 Until the Title Transfer Date the Customer shall:

(a) keep the Appliance at the delivery address and not remove it without Centurion's written consent;

(b) not sell, charge, pledge, hire, lend or otherwise deal with the Appliance, or allow any lien to arise over it;

(c) keep the Appliance identifiable and, on request, allow Centurion to inspect it; and

(d) notify Centurion within five Business Days of any loss, theft or damage.

8.3 Centurion may recover the Appliance where it is entitled to under this Agreement, and the Customer shall give reasonable access for that purpose.

8.4 True retention of title. The parties intend this clause 8 to create a retention of title — the continued ownership of the Appliance by Centurion until the Title Transfer Date — and not a charge or other security interest. The Customer shall, on request, confirm that intention in writing.

8.5 Customer Data is not security. Nothing in this clause entitles Centurion to retain, withhold or delete Customer Data, including the Practice Library, as security for any sum. Data is dealt with under clause 11 and clause 19.

9. THE LICENCE

9.1 The Customer's right to operate the software is granted under the Licence, which is a separate agreement and forms part of the contract between the parties.

9.2 The Licence is included for the whole Subscription Term, **covering up to ten Named Users**. From month 25 the Licence renews at **€2,000 per year** unless either party gives notice under the Licence.

9.3 Non-payment of the Monthly Fee is a ground for suspension of the Licence. The reverse does not apply: a lapse of the Licence does not entitle the Customer to withhold the Monthly Fee.

9.4 Payment in full of the Monthly Fees does not renew, extend or alter the Licence, and acquiring the Appliance does not entitle the Customer to operate the software without one.

9.5 The parties acknowledge that the Appliance is of no practical use without a current Licence, and that the Customer has taken that into account in entering into this Agreement.

10. CUSTOMER OBLIGATIONS

10.1 The Customer shall:

(a) nominate its Named Users in Schedule 1, and keep the list current;

(b) not permit any person other than a Named User to use the Services, and not permit use by more than ten individuals;

(c) keep credentials secure, and notify Centurion promptly of any suspected compromise;

(d) not reverse engineer, decompile or attempt to derive the source code of the software, except to the extent permitted by law;

(e) not use the Services unlawfully, to infringe the rights of any person, or in a manner that presents a security risk to Centurion or to third parties;

(f) ensure its premises, power and network are adequate for the Appliance, and maintain independent backups of Customer Data after migration (clause 16.3);

(g) issue to each Named User the notice at Schedule 6, or a notice to the same effect, before that person first uses the Services.

10.2 The Customer is responsible for the acts and omissions of its Named Users and other personnel as if they were its own.

10.3 Substitution. Where a Named User leaves the Customer's employment or otherwise ceases to need access, the Customer may substitute another individual in that place on written notice to Centurion. On substitution, the departing user's profile is closed and its memory archived to the Practice Library at the

Administrator's election; the substituted individual receives a new profile. The total number of Named Users shall not exceed ten at any time.

10.4 Professional conduct and client material. The Customer is responsible for what its Named Users place in the Services, including client-confidential material, and for ensuring it has the right to do so. The Customer is responsible for the advice it gives and for any document produced from the Services in its dealings with its own clients.

11. DATA PROTECTION

11.1 The Customer is and remains the **controller** of Customer Data. Centurion is a **processor** during the hosted phase and shall process Customer Data only on the Customer's documented instructions, which are those in this Agreement and in any written instruction given through the Console.

11.2 The terms at Schedule 4 apply to that processing and form part of this Agreement.

11.3 After migration to the Appliance, Customer Data is processed on the Appliance at the Customer's premises. Centurion does not access it in the ordinary course and does so only with the Customer's instruction for support, or as required by law.

11.4 On termination, Centurion shall make Customer Data, including the Practice Library, available for export for 30 days and shall then delete it from the Hosted Environment, subject to any legal retention obligation.

11.5 Separation between Named Users, stated plainly. Each Named User is a separate profile with a separate memory and history, separated at the **application layer**. The Appliance carries **one disk**, owned by the Customer. The Customer acknowledges and shall ensure its Named Users understand that:

(a) no separate encrypted volume exists for each individual user;

(b) the Administrator, and any person with physical or administrative access to the Appliance, can reach the data of every Named User on that disk, in the same way as a file server; and

(c) the separation in sub-clauses (a) and (b) is exactly the separation described here and no stronger one is represented anywhere in this Agreement.

11.6 Usage logging and staff monitoring. The Services log usage, including which Named User used the Services and when, for licence administration, support and security. The Customer acknowledges that this constitutes monitoring of its personnel to that extent, and that the Customer, as controller, is responsible for any notice, consultation, impact assessment or works-council step its own law requires before that monitoring begins.

11.7 The Customer shall not instruct Centurion to process Customer Data in a way that infringes applicable data protection law, and shall indemnify Centurion against any claim arising from such an instruction.

12. CONFIDENTIALITY

12.1 Each party shall keep confidential the other's confidential information and use it only for the purposes of this Agreement, except where disclosure is required by law or by a regulator.

12.2 This clause survives termination for five years.

13. INTELLECTUAL PROPERTY

13.1 All intellectual property rights in the software, its knowledge bases, rule sets, configuration and documentation remain with Centurion or its licensors.

13.2 All intellectual property rights in Customer Data, **in the Practice Library**, and in documents generated from Customer Data belong to the Customer.

13.3 The Customer grants Centurion a licence to use Customer Data only to the extent necessary to provide the Services, and to make backups as described in clause 5.3.

13.4 The configuration Centurion installs for the Customer's own work remains Centurion's material, licensed to the Customer for use with the Services and not for extraction or reuse elsewhere.

14. SUPPORT

14.1 Centurion shall provide support during business hours by email and telephone, and shall use reasonable endeavours to respond within one Business Day.

14.2 Support does not include training beyond the onboarding described in Schedule 1, custom development, or work arising from the Customer's misuse of the Services or from a Named User's departure where a substitution is available under clause 10.3.

14.3 Support is provided to the Administrator, who is responsible for raising issues on behalf of the Named Users.

15. WARRANTIES

15.1 Centurion warrants that the Services will be provided with reasonable skill and care by suitably qualified personnel, and that the Appliance will be free from material defect at delivery and will conform to the build specification at Schedule 2, including the capacity commitment recorded there and the acceptance test at Schedule 2 and Schedule 9.

15.2 The Customer warrants that it has the right to supply Customer Data to Centurion and to have it processed as contemplated by this Agreement, including any client material placed in the Services by its Named Users.

15.3 The Customer acknowledges that the Services may produce inaccurate or incomplete output, that output is a draft for human review, and that no warranty is given that output is accurate, complete or fit for a particular professional purpose.

15.4 Inference localisation. Centurion warrants that, following migration of the Services to the Appliance under clause 6.5, all model inference is performed on the Appliance itself and no Customer Data is transmitted to Centurion or to any third party for the purpose of inference. The Customer supplies no key, pays no usage or token charge, and there is no per-query cost under this Agreement.

(a) This warranty is confined to the technical fact of inference localisation. It is not a warranty that the Appliance or the Services comply with the UK GDPR, the Data Protection Act 2018, or any sectoral or professional obligation of the Customer, which remain the Customer's own responsibility as controller.

(b) If a future release of the software would require inference to take place elsewhere, Centurion shall give the Customer not less than 60 days' written notice before the change takes effect. The Customer may terminate this Agreement by written notice within 30 days of receiving that notice, without early termination charge and without prejudice to any accrued right. On such termination clause 8.4 applies to the return of the Appliance.

16. LIMITATION OF LIABILITY

16.1 Mandatory carve-outs. Nothing in this Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for breach of the implied terms as to title and quiet possession, or for any other liability that cannot lawfully be limited or excluded.

16.2 Cap. Subject to clause 16.1, Centurion's total aggregate liability under or in connection with this Agreement, whether in contract, tort (including negligence), misrepresentation or otherwise, shall not exceed the Total Fees, together with the replacement value of the Appliance where the claim relates to the Appliance while in Centurion's custody or to a defect at delivery. The Customer acknowledges that the

fees do not include the cost of maintaining the Customer's own backups, that backup after migration is the Customer's responsibility under clause 16.3, and that the cap is set on that basis. The cap is the same in month 1 as in month 24; it does not increase with the passage of time.

16.2A No liability for consequential and other loss. Subject to clause 16.1, Centurion shall have no liability for any loss of profit, loss of revenue, loss of anticipated savings, loss of business or goodwill, loss of or corruption of data beyond Centurion's obligations at clause 16.3, business interruption, regulatory fine or penalty, or any other loss of whatsoever nature, whether arising directly or indirectly, whether in contract, tort (including negligence), misrepresentation or otherwise, and whether or not Centurion was advised of the possibility of such loss; save that this clause does not exclude or limit (a) Centurion's obligation to perform the Services, or (b) the Customer's right to a refund or credit of Fees paid for Services not supplied, or for any period during which the Services were not available.

16.2B Reliance and verification. The Customer acknowledges and warrants that: (a) the Services produce drafts and analysis for review by a qualified human; (b) the Customer is solely responsible for reviewing, verifying and approving every output before it is relied on or issued to any third party; (c) the Customer will not rely on any output as legal, tax or accounting advice; and (d) any loss arising from the Customer's failure to review or verify an output is the Customer's own loss and is not recoverable from Centurion.

16.3 The Appliance is not a system of record. After migration the Customer is responsible for maintaining independent backups of Customer Data and the Practice Library.

17. SUSPENSION

17.1 Centurion may suspend access to the Services and support where a Monthly Fee or Licence fee is overdue by more than 10 days, or where the Customer's use presents a security risk to Centurion or to third parties.

17.2 Centurion shall give the Customer notice of suspension as soon as practicable, and shall restore access promptly once the cause is remedied.

17.3 The Customer has 30 days from the date of suspension (the Cure Period) in which to remedy the cause. Centurion shall not terminate for that cause during the Cure Period.

17.4 Suspension does not relieve the Customer of the obligation to pay the Monthly Fee, and does not extend the Subscription Term unless the parties agree otherwise in writing.

17.5 Customer's remedy where a suspension is prolonged. Where access has been suspended for more than 30 days and the suspension was not caused by the Customer's act, omission or failure to pay, the Customer may terminate on written notice and shall receive a credit against the Monthly Fees paid for the suspended period, calculated on a daily basis.

17.6 Data availability during suspension. A suspension of access does not suspend the Customer's right to export Customer Data under clause 11.4, and the Practice Library shall remain exportable throughout any suspension.

18. TERMINATION

18.1 Either party may terminate immediately on written notice if the other commits a material breach which is incapable of remedy, or which is not remedied within the Cure Period.

18.2 The Customer may terminate under clause 5.5 (failure to provision) and under any statutory right that cannot be excluded.

18.3 Either party may terminate immediately if the other becomes insolvent, enters administration or liquidation, has a receiver appointed, or ceases to trade.

18.4 Centurion may terminate immediately if the Customer breaches clause 8.2(b) (dealing with the Appliance), clause 10.1(b) (use by more than ten individuals) or clause 10.1(d) (reverse engineering).

18.5 Centurion may terminate on 30 days' written notice if the Customer ceases to be eligible under clause 2.4.

19. CONSEQUENCES OF TERMINATION

19.1 On termination, the Customer shall pay all Monthly Fees due up to the date of termination. **No further Monthly Fees become due by reason of termination.** There is no acceleration, no early-termination charge and no liquidated sum. Clause 20 does not displace this: a settlement is a variation that both parties sign, not a remedy for breach and not a route by which Centurion may demand the balance.

19.2 Where termination occurs before the Title Transfer Date, the Option lapses and the Customer has no right to acquire the Appliance.

19.3 Where the Appliance has been delivered and title has not passed, the Customer shall, subject to clause 19.5, return it at the Customer's cost within 30 days of a written request, in the condition in which it was delivered, ordinary wear excepted. If the Customer fails to return it, Centurion may recover it and may charge its reasonable costs of recovery.

19.4 Where the Appliance has not been delivered, no Appliance is owed and no sum is refundable other than as provided in clause 5.5.

19.5 Export before return. Centurion shall make Customer Data and the Practice Library available for export under clause 11.4, and the Customer's obligation to return the Appliance does not arise until that export has been offered.

19.6 Clauses 8, 11, 12, 13, 16, 19, 20 and 25 survive termination.

20. EARLY SETTLEMENT

20.1 What this clause is. At any time after the Effective Date and before the Option is exercised, the parties may agree to bring the payment obligation to an end early on discounted terms. The Customer pays one sum (the **Settlement Sum**) instead of the Monthly Fees that would otherwise remain, and the Appliance transfers to the Customer on the settlement date. A settlement under this clause is a **consensual variation of the payment terms**. It is not a termination, not a penalty or a charge for leaving early, and not the exercise of the Option under clause 7.

20.2 Either party may propose. Centurion may offer terms to the Customer at any time, and the Customer may ask Centurion for terms at any time. Neither party is obliged to make an offer, to respond to one, or to give reasons for declining. Making or declining a proposal is not a breach and creates no right of action.

20.3 Negotiated, not calculated. There is no formula, scale, table or entitlement under this clause. The Settlement Sum is whatever the parties agree in writing at the time, and it will properly differ between customers, between dates and between circumstances. No figure that is offered and not accepted, and no settlement reached with any other customer, creates an expectation, a precedent or an estoppel in favour of any person.

20.4 The ceiling, and the discount. The Settlement Sum shall never exceed the **Outstanding Balance**, being the aggregate of the Monthly Fees that would otherwise fall due between the settlement date and the end of the Subscription Term. The difference between the Outstanding Balance and the Settlement Sum is the **Settlement Discount**. Any Monthly Fee already paid in respect of a period after the settlement date is credited before the Settlement Sum is set. A settlement therefore never costs the Customer more than simply paying to the end of the term, and never returns money for a period already used.

> *20.5 Formalities — a signed Schedule 7 or nothing.* ***A settlement is agreed only when (a) Centurion has given the Customer a written offer in the form at Schedule 7, stating the Outstanding Balance, the Settlement Discount, the Settlement Sum, the VAT, the settlement date, the Title Transfer Date and the date by which payment must be made, and (b) both parties have signed and dated it. Figures discussed on a call, in correspondence or in a proposal are not a settlement.*** *No offer, however expressed, obliges the Customer to pay anything.*

20.6 Withdrawal and lapse. The Customer may withdraw from a signed Schedule 7 by written notice at any time before the Settlement Sum is paid, without giving a reason, without charge, and without affecting this Agreement. If the Customer withdraws, or the Settlement Sum is not received in cleared funds by the date stated, the offer lapses and this Agreement continues **as though the offer had never been made** — same Monthly Fee, same Subscription Term, same delivery date, same Option, no arrears and no default.

20.7 Effect of settlement. On receipt of the Settlement Sum in cleared funds:

(a) every Monthly Fee for the remainder of the Subscription Term is extinguished, and no Monthly Fee falls due after the settlement date;

(b) title to the Appliance passes to the Customer on the Title Transfer Date, and clauses 7.3 and 7.4 apply as if the Option had been exercised on that date;

(c) the Customer's obligation to return the Appliance under clause 19.3 falls away, and clause 8 ceases to apply from the Title Transfer Date;

(d) Centurion shall issue the certificate at Schedule 5 within five Business Days; and

(e) this Agreement continues in force with no further payment obligation under it, and this clause 20 remains enforceable.

20.8 What a settlement does not touch. A settlement does not (a) extend, renew or shorten the Licence, which continues or lapses on its own terms and is separately chargeable under clause 9; (b) transfer, merge or extinguish any right in Customer Data or the Practice Library, which remain exportable under clause 11.4; or (c) affect either party's accrued rights and liabilities in respect of anything done or omitted before the settlement date.

20.9 No pressure and no bundling. A settlement may not be made conditional on the Customer (a) accepting any change to this Agreement, the Licence or any other agreement with Centurion, (b) buying any further product or service, or (c) withdrawing, settling or waiving any claim against Centurion. A proposal under this clause is not a notice under clause 18, does not suspend or interrupt the Services, and does not accelerate, extend or otherwise alter any obligation either while it is under consideration or after it is declined. Centurion shall not suspend the Services because a proposal was declined.

20.10 Not a remedy for default. Neither party is obliged to do anything under this clause while the Customer is in arrears, and arrears do not entitle Centurion to require a settlement or to demand a Settlement Sum above the ceiling in clause 20.4. Where a settlement is reached in respect of a Customer who is in arrears, the arrears are discharged out of the Settlement Sum, but the settlement waives no right in respect of any breach other than the non-payment so discharged.

20.11 Tax. The Settlement Sum is consideration for the supply. No VAT is charged on it, and clauses 4.3 and 4.4 apply to it as they apply to the Monthly Fee.

20.12 No precedent between customers. A settlement reached with one Customer entitles no other Customer to one, and obliges Centurion to offer nothing to any Customer, including the same Customer on a later occasion.

21. FORCE MAJEURE

21.1 Neither party is liable for failure to perform caused by an event outside its reasonable control, provided it notifies the other promptly and uses reasonable endeavours to mitigate. This does not excuse the Customer from paying amounts already due.

22. ASSIGNMENT AND SUBCONTRACTING

22.1 Neither party may assign this Agreement without the other's written consent, save that Centurion may assign it to a successor of its business on notice.

22.2 Centurion may subcontract the hosting of the Hosted Environment, and remains responsible for the acts of its subcontractors as if they were its own.

23. NOTICES

23.1 Notices shall be in writing and sent by email to the addresses in Schedule 1, with a copy by post where the notice concerns termination, a breach or the exercise of the Option. Notice by email is effective on the next Business Day after sending.

24. NO PARTNERSHIP

24.1 Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship. The Customer is not Centurion's agent and has no authority to bind it.

25. GOVERNING LAW AND JURISDICTION

25.1 This Agreement and any dispute arising out of or in connection with it are governed by the law of England and Wales.

25.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

25.3 Alternative for Customers outside the United Kingdom. Where the Customer is established in the European Union, either party may instead require that a dispute be finally resolved by arbitration under the the LCIA Rules, seated in London, before one arbitrator, in English. The parties shall record in Schedule 1 which route applies.

26. GENERAL

26.1 Entire agreement. This Agreement, the Licence and the Schedules constitute the entire agreement between the parties and supersede prior discussions, save that nothing excludes liability for fraudulent misrepresentation.

26.2 Variation. No variation is effective unless in writing and signed by both parties.

26.3 Severability. If a provision is found invalid, the remainder stands.

26.4 Third party rights. No person other than the parties may enforce any term of this Agreement, save that a Named User may rely on clause 11.5 as a statement of fact about the Services.

26.5 Counterparts and e-signature. This Agreement may be signed in counterparts and by electronic signature.

SIGNATURES

For and on behalf of Adrian Barkus, trading as Centurion AI	For and on behalf of the Customer
Signature:	Signature: .....
Name:	Name: .....
Position:	Position: .....
Date:	Date: .....

Administrator acknowledgement. The individual named as Administrator in Schedule 1 confirms that they understand clauses 11.5 and 11.6 — that the Appliance carries one disk to which they have access, and that usage by Named Users is logged.

Administrator

Signature:	
Name:	
Date:	

SCHEDULES

SCHEDULE 1 — PARTICULARS

Item	Detail
Customer legal name	
Customer number / jurisdiction	
Delivery address	
Delivery Month	Month 6 of the Subscription Term — _____
Market	a market in which Centurion holds the required registrations
Dispute route (clause 25)	Courts of England and Wales, or arbitration where the Customer is established in the EU (clause 25.3)
Customer notice address	
Centurion notice address	
Administrator	_____
Monthly Fee and Total Fees	€1,670 / €40,080, or €1,255 / €30,120 under clause 7A (exclusive of VAT)
Brain serial, and the date the €8,300 credit was applied (clause 7A)	_____

Named Users

#	Name	Role	Added	Substituted for
1		_____		—
2		_____		—
3		_____		—
4		_____		—
5		_____		—
6		_____		—
7		_____		—
8		_____		—
9		_____		—
10		_____		—

Onboarding included

Item	Detail
Provisioning	Within five Business Days of the Effective Date, hosted
Named person	_____
Dated call	Within the first week
Library loading	First tranche of precedents and house style loaded before handover
Migration	Scheduled not less than a fortnight ahead, in month 6

SCHEDULE 2 — THE APPLIANCE AND ITS BUILD SPECIFICATION

This schedule is the build specification. Clause 15.1 warrants that the Appliance conforms to it at delivery.

Item	Detail
Quantity	One appliance, carrying up to ten Named User profiles
Platform	NVIDIA DGX Spark. GB10 Grace Blackwell superchip; 128 GB LPDDR5X unified memory; 4 TB NVMe; ConnectX-7; external power supply. Equivalent or better only by written variation.
Where the work happens	The Appliance holds the profiles, the memory, the Practice Library and the model. **All model inference takes place on the Appliance itself**, as warranted at clause 15.4. No Customer Data is sent to Centurion or to any third party for inference at any time after migration.
Capacity	**Four Named Users may hold a full conversation at the same time**, with no session waiting on another. A fifth and subsequent session is queued and begins within a commercially reasonable time, having regard to the length and complexity of the sessions then in progress; no session fails and no session is dropped. All ten Named Users may use the Services, each with a separate profile, memory and history. There is no published licence limit below ten, no licence step and no further payment to reach ten.
Acceptance test — how the capacity is proven	Before handover, four sessions are opened at once from four Named User profiles, each issued a prompt of not more than 200 words, and the responses allowed to complete. A fifth session is then issued and must begin within sixty seconds. Acceptance is met when all four sessions answer, no session fails or drops, and the queued session begins within sixty seconds. Timings are recorded on the Acceptance Test Record at Schedule 9 and signed by both parties; a failed test is a failure of the Specification.
Storage	One 4 TB NVMe shared by all profiles and the Library. The Customer is responsible for its own backups (clause 16.3).
Operating system	Fedora, current release, hardened
Software	Pre-installed and configured for the Customer's own work
Included accessories	Power supply, cabling, documentation
Warranty	12 months from delivery, parts and labour, subject to the manufacturer's warranty terms
Title	Retained by Centurion until the Title Transfer Date (clauses 7 and 8)

SCHEDULE 3 — ACCEPTABLE USE

The Services may be used for the Customer's professional work, including client matters, subject to the following.

Rule	Detail
Named Users only	Access by any person not named in Schedule 1 is a breach of clause 10.1(b).
Ten individuals	The Customer shall not permit more than ten individuals to hold access at any time, whether by sharing credentials or otherwise.
No resale	The Services may not be resold, sub-licensed or provided to third parties as a service.

Lawful use	No unlawful purpose, no infringement of third-party rights, no material the Customer has no right to process.
Security	No attempt to circumvent access controls, no penetration testing without Centurion's written consent, no interference with other users' profiles.
Capacity	The capacity commitment in Schedule 2 covers four people working at once, with a fifth and subsequent session queued. Unattended bulk processing, or automation that would occupy the Appliance continuously, is not covered by it and shall not be run without Centurion's written agreement.
Backups	After migration, the Customer maintains its own backups (clause 16.3).

SCHEDULE 4 — DATA PROCESSING TERMS (SUMMARY)

This schedule summarises the processing terms.

Item	Detail
Controller	The Customer, for all Customer Data, including data about its own personnel.
Processor	Adrian Barkus, trading as Centurion AI.
Subject matter	Provision of the Services to up to ten Named Users; storage and retrieval of the Practice Library.
Duration	The Subscription Term, plus the export period in clause 11.4.
Nature and purpose	Hosting during the hosted phase; migration; support; backup.
Categories of data	Professional work product, client material, and personal data about the Customer's personnel (identity, usage).
Sub-processors	Hosting provider for the Hosted Environment; no sub-processor receives Customer Data after migration.
Security	Access controls at the application layer per user; encrypted transport; one disk per appliance with administrative access held by the Customer (clause 11.5).
Personnel data	Usage is logged per Named User (clause 11.6). The Customer is responsible for its own notices, consultations and assessments.
International transfers	None outside the UK and the EEA, as recorded in Schedule 1
Return and deletion	Export for 30 days, then deletion (clause 11.4).

Employee monitoring. Ten people using one machine, with usage attributable to each, is monitoring of personnel. The Customer is the controller and must satisfy its own obligations: a lawful basis, a transparency notice (Schedule 6), and, where its jurisdiction requires it, consultation or a works-council step. Centurion cannot discharge that duty for the Customer, and this Agreement does not attempt to.

SCHEDULE 5 — CERTIFICATE OF TITLE TRANSFER

Certificate of Title Transfer — Centurion Practice

Adrian Barkus, trading as Centurion AI certifies that the Customer named below has paid all 24 Monthly Fees under the Subscription and Option to Acquire Agreement dated _____, and that title to the Appliance described passes to the Customer on the Title Transfer Date stated.

Item	Detail
Customer	

Agreement date	
Appliance serial number	
Total Fees paid	€40,080 (or €30,120 under clause 7A)
Option Price received	€1.00
Title Transfer Date	

Signed for Adrian Barkus, trading as Centurion AI: ..... Date: .....

SCHEDULE 6 — STAFF NOTICE (TEMPLATE FOR THE CUSTOMER TO ISSUE)

> *The Customer issues this, or a notice to the same effect, to each Named User before that person first uses the Services (clause 10.1(g)).*
>
> *Notice to users of the practice's Centurion*

You are being given access to the practice's Centurion, which runs on one machine owned by the practice.

Your conversations are yours within the practice, but not private from the practice. Each user has a separate profile and a separate memory, and other users cannot read your conversations through the Centurion. The separation is at the application level. The machine carries one disk, and the practice's administrator can reach the data on that disk, in the same way as the practice's file server.

Your use is logged. The Centurion records which user used it and when. That record is used for licence administration, support and security.

Material you put in the shared library can be read by every user. Check before you add anything that is confidential to a client or to you personally.

Client confidentiality is your professional obligation. Do not place client material in the Centurion unless the practice is satisfied it may lawfully be processed there.

If you have questions about this notice, raise them with the practice's administrator, not with Centurion.

SCHEDULE 7 — EARLY SETTLEMENT OFFER

> *Clause 20. Nothing on this form is a settlement until both parties have signed it **and** the Settlement Sum has been received in cleared funds. The Customer may withdraw by written notice at any time before payment (clause 20.6), and if it does, this Agreement continues as though no offer had been made.*

Field	Entry
Customer	
Agreement date and Effective Date	
Settlement date offered	
Monthly Fee	€1,670 (€1,255 under clause 7A)
Monthly Fees paid to date	.... of 24
Months remaining at the settlement date	
Outstanding Balance — months remaining × Monthly Fee (the ceiling, clause 20.4)	€
Settlement Discount offered — € and % of the Outstanding Balance	€ / %
Credit for any Monthly Fee paid in respect of a period after the settlement date	€
Settlement Sum — Outstanding Balance − Discount − credit	€
VAT	None until Centurion notifies its registration; thereafter at the rate then applicable (clause 4.3)

Total payable, and the date by which it must reach Centurion	€ / date
Title Transfer Date, on receipt	
Licence position (unchanged; renews as stated in the Licence)	
Offer expires if unsigned by	

A check the form performs on itself. The Settlement Sum must not exceed the Outstanding Balance (clause 20.4). If the arithmetic above does not satisfy that, the form is void and nothing is payable under it.

Why there is no worked example on this page. A printed percentage would become the rate every customer asks for, and clause 20.3 says there is no rate. The offer is written for the customer in front of us, on the day it is made.

For and on behalf of Centurion	For and on behalf of the Customer
Signature:	Signature: .....
Name:	Name: .....
Position:	Position: .....
Date:	Date: .....

SCHEDULE 8 — PARTICULARS FOR A CUSTOMER HOLDING A BRAIN

To record: the Brain's serial or order reference; the date the €8,300 credit was applied; the Monthly Fee of €1,255; the Total Fees of €30,120; and confirmation that the Brain remains the Customer's property and is outside this Agreement.

SCHEDULE 9 — ACCEPTANCE TEST RECORD

Appliance serial: _____ Delivery date: _____ Site: _____

Test	Required	Measured	Result
Four sessions opened simultaneously, prompts of 200 words or fewer	All four answer		☐ Pass ☐ Fail
Held open for fifteen minutes	No session drops		☐ Pass ☐ Fail
Fifth session issued	Begins within 60 seconds	___ seconds	☐ Pass ☐ Fail

Observations: _____

Both parties confirm that the test was carried out in their presence, on the date recorded, by the method set out in Schedule 2. A failed test is a failure of the Specification.

FOR THE CUSTOMER

Signature _____

Name _____

Date _____

FOR CENTURION

Signature _____

Name _____

Date _____

CONFIRMATION OF VARIATION

Capacity commitment — for any Agreement signed on Form v1.0

Customer: _____ Agreement date: _____

Centurion has informed the Customer, in writing and before this confirmation is signed, that the capacity commitment changes from ten simultaneous conversations without queueing to four simultaneous conversations, with a fifth and subsequent session queued and beginning within a commercially reasonable time.

The Customer confirms that it has read and understood that change, that it was disclosed before signature, and that it accepts the Agreement as varied on those terms.

FOR THE CUSTOMER

Signature _____

Name _____

Position _____

Date _____

FOR CENTURION

Signature _____

Name _____

Date _____