

SUITE.DIVINUS

Master Agreement

Version 1.1

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Provider

Registered Company Name: DivinusGratia Ltd

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These Terms and Conditions govern the use of the Suite.Divinus platform and services provided by DivinusGratia Ltd. By accessing, subscribing to, or using Suite.Divinus, the Customer agrees to be bound by this Agreement.

CONFIDENTIAL — For authorised recipients

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CUSTOMER DETAILS

Complete for bilateral execution copies. Online acceptance may bind the Customer without wet-ink signature where permitted.

Organisation legal name: _____

Company number (if any): _____

Registered office / principal address: _____

Primary administrator name: _____

Primary administrator email: _____

Billing contact email: _____

Selected Service Plan: _____

Workspace / Tenant ID (if known): _____

Order Form reference (Enterprise): _____

SUITE.DIVINUS MASTER AGREEMENT

Version 1.1 — Last Updated: 2026-09-30

These Terms and Conditions govern the use of the Suite.Divinus platform and services provided by DivinusGratia Ltd (“Provider”, “we”, “our”, “us”). By accessing, subscribing to, or using Suite.Divinus, the Customer agrees to be bound by this Agreement.

1. DEFINITIONS

In this Agreement the following definitions apply:

- Customer — Any individual, business, charity, organisation, provider or entity subscribing to the Service.
- Platform — The Suite.Divinus software platform and associated services operated by DivinusGratia Ltd (“Provider”, “we”, “our”, “us”).
- Workspace — A Customer’s isolated operational environment within the Platform.
- Subscription — An active licence to access and use the Platform under a Service Plan.
- User — Any person authorised by the Customer to administer or configure the Workspace on the Customer’s behalf.
- End User — Any individual who accesses the Platform through the Customer’s Workspace other than as the contracting Customer, including administrators, staff, residents, members, volunteers, invitees and portal users.
- Customer Data — All files, records, content, media, documents and information uploaded or generated by the Customer or End Users in the Workspace (excluding Provider Materials).
- Provider Materials — The Platform, software, documentation, Packs, branding, trademarks and related intellectual property of the Provider.
- Pack — Collectively Module Packs, Fire Evolution Packs, Design Packs and Page Packs supplied through Suite.Divinus.
- Module Pack — A set of operational modules made available within a Workspace according to the Customer’s Service Plan and entitlements.
- Fire Evolution Pack — A storefront design and presentation pack (including packs identified as *_fire_pack_01 and the Martex flagship pack). Fire Evolution Packs are distinct from Suite Fire (the Provider’s admin visual system).
- Design Pack / Page Pack — CMS or page blueprint configurations assigned to a Workspace for website presentation.
- Service Plan — The subscription package selected by the Customer (including Brochure Lite, Brochure Managed, Starter, Professional or Enterprise).
- Subscription Fees — Fees payable by the Customer to the Provider for the Subscription and related SaaS entitlements.
- Commerce Payments — Payments collected from the Customer’s shoppers, donors or end customers in connection with storefront, checkout, orders or similar commerce features, and charges, invoices and payments between the Customer and its End Users (including residents and service users) recorded or collected through the Platform’s Payments features. Commerce Payments are distinct from Subscription Fees.
- Pending Activation — The pre-commercial explore status applied to new Workspaces before Payment Ready and commercial activation, subject to Pending Activation Caps.
- Payment Ready — The commercial status in which billing prerequisites for go-live have been satisfied, without itself constituting a warranty of uninterrupted public availability.
- Trial — A time-limited, non-chargeable evaluation status that the Provider may grant under Clause 26A to a Workspace assigned to the Starter, Professional or Enterprise Service Plan. A Trial is a commercial status; it is not a Service Plan, a Subscription or a pricing tier.
- Commercial Activation — The Platform process by which the Customer’s selected Service Plan becomes an active Subscription and the first billing period begins.

- **Public Live** — The state in which the Customer's public website or storefront is authorised for production publication under the Platform's readiness rules.
- **Pricing Schedule** — Appendix A to this Agreement, as updated from time to time in accordance with this Agreement.
- **Support Access** — Access by the Provider's authorised personnel to a Customer Workspace for support, delivery, recovery or security investigation, including impersonation of a subject session where technically implemented.
- **Agreement** — This Suite.Divinus Master Agreement v1.1 including all Appendices.

2. PLATFORM SERVICES

Suite.Divinus is a multi-tenant Software-as-a-Service (SaaS) platform that may provide:

- Website hosting and domain connectivity
- Content management (CMS) and the User Experience Engine (UEE)
- Workflow automation
- Scheduling systems (including integrations with third-party scheduling bridges)
- Reporting, trend intelligence and visitor analytics (where entitled)
- Artificial intelligence features (SamAI), where entitled
- Customer, resident, member, volunteer and staff portals
- Media and document management
- Modular software Packs and business operations tools
- Commerce administration wrappers around third-party commerce engines, where entitled

Available services depend upon the Customer's active Subscription, commercial status and the Pricing Schedule. The Provider may modify features provided the core Service Plan description remains substantially available or a reasonable substitute is offered.

3. SUBSCRIPTION PLANS

Current public Service Plans include:

- Brochure Lite
- Brochure Managed
- Starter
- Professional
- Enterprise

Features, storage allocations, seats, AI quotas and pricing are defined in Appendix A (Pricing & Entitlements Schedule). Legacy "free" catalogue entries, if any remain for historical tenants, are not offered to new Customers.

The Provider reserves the right to amend pricing, limits, entitlements and available services upon reasonable notice in accordance with Clause 35. Enterprise pricing and entitlements may be set by Order Form (Appendix G).

4. DOMAIN AND HOSTING MODES

The Platform may make Customer websites available using one or more of the following modes, as configured for the Workspace:

- **Auto** — Provider-managed hosting identifiers;
- **Path** — a path on a Provider-controlled domain;
- **Custom** — a domain name owned by the Customer and connected by the Customer or, on Brochure plans, by the Provider at the Customer's request.

Customers retain ownership of domains they register. Connecting a Customer-owned domain does not transfer domain ownership to the Provider. There is no additional Platform charge for connecting a Customer-owned custom

domain unless otherwise stated in Appendix A or an Order Form. Fees for domain registration, renewal, transfer, DNS and registrar services remain the Customer's responsibility unless expressly included in a Service Plan or Order Form (including Brochure Managed domain management, where applicable).

Path-mode and auto-mode hostnames on Provider infrastructure remain under the Provider's control. The Customer receives no ownership of Provider domains, subdomains or URL paths. The Provider may change technical hosting arrangements on reasonable notice where required for security, operations or product evolution.

The Customer remains solely responsible for domain registration, renewals, registrar accounts, domain transfer fees, DNS management, registrar disputes and expired domains, except to the extent Brochure Managed or an Order Form expressly includes managed DNS/hosting.

DivinusGratia Ltd accepts no responsibility for service interruptions caused by domain expiry, suspension, DNS misconfiguration, registrar actions, or the Customer's failure to complete domain verification.

5. CUSTOMER DATA

Customers retain ownership of all Customer Data uploaded to the Platform.

DivinusGratia Ltd acquires no ownership rights to Customer Data.

The Customer grants DivinusGratia Ltd a limited, worldwide, non-exclusive right to store, process, transmit, display and back up Customer Data solely for the purpose of delivering, securing, supporting and improving the Service, and as otherwise described in Clause 32 and Appendix C.

6. MULTI-TENANT ENVIRONMENT

Suite.Divinus operates a shared infrastructure containing multiple customer Workspaces.

Reasonable technical and organisational measures are used to separate customer environments on a logical basis.

While the Provider maintains appropriate safeguards, no platform can guarantee absolute security or uninterrupted operation. Clause 18 (Service Availability) and Clause 19 (Limitation of Liability) apply.

7. STORAGE ALLOCATIONS AND HARD LIMITS

Storage allocations are determined by the Customer's active commercial status and Service Plan, as set out in Appendix A.

Unless Appendix A is updated:

Status / Plan	Standard storage allocation
Pending Activation / Payment Ready (sandbox caps)	50 MB
Brochure Lite	100 MB
Brochure Managed	100 MB
Starter	2.5 GB (2,560 MB)
Professional	10 GB (10,240 MB)
Enterprise	100 GB (102,400 MB) default ceiling, unless a signed Order Form specifies otherwise

Storage is subject to hard enforcement: uploads and storage-consuming actions may fail when the allocation is exceeded. Soft warning indicators do not create a right to exceed the allocation.

The Provider may offer storage add-ons or upgraded allocations as chargeable products. Exceeding allocated storage without purchasing additional capacity may result in restricted uploads, feature limitation, or suspension under this Agreement.

8. ACCEPTABLE USE

Customers and End Users must not:

- Break any applicable law
- Upload malicious software or distribute malware
- Send spam or conduct fraudulent activities
- Attempt unauthorised system access
- Interfere with Platform operations or other customers' Workspaces
- Reverse engineer Platform software except to the extent permitted by mandatory law
- Circumvent licensing, metering or entitlement controls
- Abuse Platform resources, including storage, seats, invites, AI, email or API limits
- Use AI features for unlawful, harassing, deceptive or regulated-advice impersonation
- Upload unlawful, infringing, defamatory or exploitative content, including via portals
- Scrape, bulk-export or attack Platform APIs beyond authorised use
- Use Pending Activation, explore or Trial entitlements to operate a production service in circumvention of paid plans
- Register accounts by automated or fraudulent means
- Resell Platform access, Packs or hosted capacity except under a written partner agreement

Further detail is set out in Appendix B (Acceptable Use Policy). The Provider may investigate suspected misuse and may remove content, revoke invites, reset credentials, restrict or suspend access where necessary.

9. INTELLECTUAL PROPERTY

All rights, title and interest in Suite.Divinus remain the exclusive property of DivinusGratia Ltd.

This includes, without limitation:

- Platform source code and architecture
- User Experience Engine (UEE)
- Content Management Systems (CMS)
- Workflows, Modules, Packs, Overlays, Themes and Templates
- Suite Fire admin visual system and Chapter One marketing surfaces
- Branding, documentation, software designs and business processes

No ownership rights are transferred to Customers through use of the Platform. Customers receive only a limited, non-exclusive, non-transferable (except as permitted under Clause 40), revocable licence to use the Service while their Subscription remains active and in good standing.

10. PACK OWNERSHIP AND LICENSING

All Packs remain the intellectual property of DivinusGratia Ltd (or its licensors).

Packs are licensed and not sold.

Customers may use Packs only within their authorised Suite.Divinus Subscription and Workspace.

Customers may not:

- Resell Packs separately
- Redistribute Packs
- Reverse engineer Packs except as permitted by mandatory law
- Copy Pack functionality to build a competing product
- Extract Pack source code or design systems for unrelated commercial use

- Republish Pack designs outside the authorised Workspace
- Transfer Pack licences without written consent

Additional brand and Pack licence terms are set out in Appendix E.

11. CUSTOMER CONTENT RESPONSIBILITY

Customers are solely responsible for:

- Website content and public information
- Media uploads and documents
- Marketing materials
- Legal and regulatory compliance applicable to the Customer's sector and operations (including care, housing, charity or trading law where relevant)
- End User conduct within portals

The Provider accepts no responsibility for Customer-created content or End User-generated content, except to the extent caused by a proven Platform defect.

12. ARTIFICIAL INTELLIGENCE (SamAI)

Where AI features (including SamAI or successor assistants) are enabled under the Customer's entitlements:

- Outputs are generated automatically and may be incomplete, inaccurate or inappropriate.
- The Customer must ensure a suitably authorised human reviews AI outputs before operational, clinical, legal, financial or public use.
- AI features must not be used to provide regulated professional advice (including medical, legal or financial advice) as if issued by a qualified professional.
- Usage is subject to plan quotas (including daily and monthly turn limits) in Appendix A. Exhaustion of quota may throttle or disable AI features until the next metering period or purchase of additional capacity.
- During Pending Activation, AI usage is subject to Pending Activation Caps (including reduced turn limits).
- Brochure Lite and Brochure Managed do not include SamAI unless expressly stated in Appendix A.
- The Provider may use third-party model providers as subprocessors to generate outputs.
- Unless a written Data Processing Addendum states otherwise, Customer Data is processed to deliver the AI feature to the Customer and is not licensed to the Provider to train foundation models for unrelated customers.
- The Customer remains solely responsible for decisions, publications and actions taken in reliance on AI-generated content, and for End User prompts that violate law or this Agreement.

13. SUBSCRIPTION BILLING

Suite.Divinus is the billing authority for Subscription Fees. Subscription charges, plan entitlements and billing status are determined by the Platform.

Third-party payment processors (which may include Square and/or Stripe, as configured) are used to collect Subscription Fees. Processors act as payment facilitators; they do not set Service Plan entitlements.

Unless an Enterprise Order Form states otherwise:

- billing cycles follow a fixed anniversary and are not restarted solely because of a late payment;
- upgrades may take effect immediately; downgrades take effect at renewal unless otherwise agreed;
- successful payment restores access in accordance with the Provider's reactivation policy (immediate restoration where implemented).

Commerce Payments are not Subscription Fees. Where the Customer enables commerce, checkout or storefront payment features, Clause 27 applies.

All Subscription Fees are payable on the agreed billing date. Failure to pay may result in the process in Clause 14.

14. NON-PAYMENT, RESTRICTION AND SUSPENSION

Where Subscription Fees become overdue, the Provider may apply the following commercial lifecycle (time periods measured from the relevant past-due or explore trigger, unless Appendix A or an Order Form states otherwise):

A. Notices. The Provider may issue payment reminders, final notices and pre-restriction warnings by email to the Customer's organisation contact and/or primary administrator addresses on record.

B. Restricted Status. Where an account remains past due for seven (7) days (or earlier if fraud or abuse is suspected), the Workspace may enter Restricted status. During Restricted status the Provider may prevent or limit website editing and publishing; prevent or limit media uploads; restrict administration and operational features; and block public go-live actions and money-moving features where configured; while permitting billing repair and payment.

C. Suspension. Where an account remains past due for fourteen (14) days, the Workspace may be Suspended. During Suspension, operational access may be disabled. Tenant data is preserved following billing suspension under the Provider's standard post-grace policy, without prejudice to later deletion under Clause 17 or illegal-content removal.

D. Pending Activation expiry. Workspaces in Pending Activation are subject to a fourteen (14) day explore window and Pending Activation Caps. Expiry, idle freeze or prolonged non-activation may result in restriction, freeze or later purge eligibility under Appendix F, independently of the past-due clocks above.

D2. Trial expiry. Expiry of a Trial (Clause 26A) is not non-payment. Paragraphs B, C and E do not apply to an expired Trial. The consequences of Trial expiry are set out in Clause 26A.7.

E. External recovery. Outstanding Subscription Fees may be referred to external recovery agents where permitted by law. The Customer remains liable for outstanding charges and for reasonable recoverable recovery costs.

F. Discretion. The Provider may accelerate restriction or suspension where fraud, chargeback abuse, security risk or Acceptable Use breach is reasonably suspected.

Customers remain liable for all outstanding Subscription Fees during restriction or suspension.

15. SUSPENSION RIGHTS

Without limiting Clause 14, the Provider may suspend access where:

- Fees remain unpaid
- Fraud is suspected
- Security risks are identified
- Platform abuse occurs
- This Agreement is breached
- Customer activity threatens system stability

Suspension does not remove the obligation to pay outstanding balances.

16. TERMINATION

The Customer may terminate their Subscription in accordance with Clause 35 and their Service Plan terms.

The Provider may terminate access immediately where serious breaches occur, fraud is identified, illegal activity is detected, repeated non-payment occurs, or material security risks exist.

Upon termination, access to the Platform may be removed. Survival: Clauses 5, 9–11, 17, 19–21, 27, 31–34, 38–40 and the Appendices survive termination to the extent applicable.

17. DATA RETENTION, SOFT-DELETE AND EXPORT

Following cancellation, suspension or termination, Customer Data may be retained for operational recovery, dispute handling, security investigation and legal compliance.

Unless Appendix F states otherwise:

- billing suspension preserves Workspace data under the Provider's post-grace policy;
- soft-deleted Workspaces may remain recoverable only for a limited period;
- Pending Activation Workspaces that remain frozen unpaid may become eligible for purge after the period stated in Appendix F (including any sixty (60) day post-freeze purge eligibility used by the Platform);
- a Workspace whose Trial has expired is preserved as described in Clause 26A.8;
- first-party visitor analytics records may be retained for approximately ninety (90) days by default.

The Provider may permanently delete Customer Data after the applicable retention period. The Customer is responsible for exporting Customer Data before account closure. Export is provided in the formats and channels then supported by the Platform. Assisted export or custom extraction may be chargeable.

This clause does not require the Provider to retain data longer than law requires, nor to recover data after irreversible purge.

18. SERVICE AVAILABILITY

The Provider aims to maintain high service availability.

However, Suite.Divinus is provided on an "AS AVAILABLE" and "AS PROVIDED" basis.

No guarantee is provided that services will always be uninterrupted or error-free. Maintenance and emergency work may affect availability. Any Enterprise service levels must be set out in an Order Form.

19. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the Provider shall not be liable for loss of profits, loss of revenue, loss of business opportunities, indirect losses, consequential losses, or Customer-generated data loss (except to the extent caused by the Provider's wilful misconduct).

Subject to mandatory law, the Provider's total aggregate liability arising out of or in connection with this Agreement shall not exceed the amount paid by the Customer to DivinusGratia Ltd in Subscription Fees during the twelve (12) months preceding the claim.

Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded under the laws of England and Wales.

20. INDEMNITY

The Customer agrees to indemnify and hold harmless DivinusGratia Ltd against claims, costs, damages and liabilities arising from Customer Content, Customer websites, Customer operations, Customer or End User misuse of the Platform, Commerce Payments disputes (except to the extent caused by a proven Platform defect), and regulatory breaches by the Customer, except to the extent caused by the Provider's breach of this Agreement or wilful misconduct.

21. DATA PROTECTION

Both parties agree to comply with UK GDPR, the Data Protection Act 2018 and applicable privacy legislation. Details of processing, security and subprocessors are set out in Clause 32 and Appendices C and D. Additional Data Processing Agreements may apply where required.

22. FUTURE FEATURES

The Provider may introduce additional Packs, Modules, storage add-ons, seat-based licensing, usage-based billing, AI enhancements and Enterprise features. Such features may be chargeable and will be described in the Pricing Schedule or an Order Form when offered.

23. ENTERPRISE AGREEMENTS

Enterprise Customers may operate under separate commercial agreements or Order Forms (Appendix G). Where an Enterprise Agreement or Order Form conflicts with these Terms, the Enterprise Agreement or Order Form shall take precedence for the conflicted subject-matter only.

24. FORCE MAJEURE

The Provider shall not be liable for delays or failures caused by events outside reasonable control, including power failures, internet failures, telecommunications outages, government action, natural disasters, cyber attacks and third-party service disruption.

25. GOVERNING LAW

This Agreement shall be governed by and interpreted under the laws of England and Wales.

Any dispute shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

26. COMMERCIAL LIFECYCLE, PENDING ACTIVATION AND TRIAL

Creation of a Workspace does not itself constitute a fully activated commercial Subscription.

New Workspaces typically begin in Pending Activation (or equivalent) and are subject to Pending Activation Caps, which may include (as published in Appendix A): reduced storage; limited users and invites; AI turn limits; email and API request limits; prohibition on serving custom domains publicly; and prohibition on Public Live publication.

During Pending Activation the Customer may set up and configure the Workspace. Operational features, including collecting payments, issuing invoices, executing workflows and checkout, become available after Commercial Activation or, within the entitlements of the assigned Service Plan, during an unexpired Trial under Clause 26A. Public serving requires Public Live.

The Customer must achieve Payment Ready and satisfy plan entitlements before relying on production publication. Payment Ready does not guarantee Public Live if domain, content, compliance or readiness checks remain incomplete.

The Provider may freeze, restrict or purge Pending Activation Workspaces that exceed explore, idle or freeze timers published in Appendix A or Appendix F.

26A. TRIAL

26A.1 Nature. A Trial is a time-limited, non-chargeable evaluation status. It is not a Service Plan, a Subscription or a pricing tier, and it is not offered publicly or on a self-service basis. A Trial may be granted only for a Workspace assigned to the Starter, Professional or Enterprise Service Plan.

26A.2 Grant. Only the Provider may grant a Trial, at its sole discretion and only before Commercial Activation. The Customer has no right to a Trial and cannot start one. The Provider records each grant, extension and early end, with its reason.

26A.3 Duration and extension. A Trial lasts seven (7) days from grant unless the Provider states otherwise when granting it. The Provider may extend a Trial, at its discretion, by periods of up to seven (7) days. There is no limit on the number of extensions and no right to an extension. The Provider may end a Trial early on notice. The Trial end date shown in the Platform is authoritative.

26A.4 Charges. No Subscription Fees are payable for a Trial, and no billing period or invoice is created. Third-party costs the Customer incurs through its own accounts (including Commerce Payment processor fees under Clause 27) remain the Customer's responsibility.

26A.5 Entitlements. During an unexpired Trial, the Workspace receives the capabilities and limits of its assigned Service Plan as stated in Appendix A3 and A3A, subject to role permissions and Clause 26. Pending Activation Caps (Appendix A2) do not apply, except that public serving of custom domains and Public Live are not available until Commercial Activation. A Trial never grants a capability that the assigned Service Plan does not include. Any Commerce Payments collected during a Trial use the Customer's own commerce payment configuration and are governed by Clause 27.

26A.6 No automatic conversion. A Trial does not convert automatically into a Subscription, and the Provider will not charge Subscription Fees at or after the end of a Trial unless the Customer completes Commercial Activation. The Customer may complete Commercial Activation at any time during or after a Trial. A Subscription then begins under Clauses 13 and 35.

26A.7 Expiry. When a Trial ends and Commercial Activation has not been completed, access to the Workspace is restricted without further notice to read-only use. Billing controls and Commercial Activation remain available. Trial expiry is not non-payment, and Clause 14 paragraphs B, C and E do not apply.

26A.8 Data. Customer Data in a Workspace whose Trial has expired is preserved. The Provider may introduce purge eligibility for Workspaces that remain in expired Trial, but only by publishing it in Appendix F and giving at least thirty (30) days' notice under Clause 35. Clause 17 otherwise applies.

26A.9 Misuse. The Provider may end a Trial immediately where it reasonably suspects misuse, including use in breach of Clause 8 or Appendix B, or the use of Trials to operate a production service without a Subscription.

27. SUBSCRIPTION FEES VERSUS COMMERCE PAYMENTS

The Platform may support two distinct payment contexts:

- Subscription Fees — paid by the Customer to the Provider for SaaS access; and
- Commerce Payments — paid by the Customer's shoppers or supporters in connection with the Customer's goods, services or fundraising.

The Customer shall not configure shopper checkout to use the Provider's platform billing credentials. The Customer is solely responsible for merchant configuration, consumer law compliance, fulfilment, refunds to shoppers, tax presentation and disputes arising from Commerce Payments. The Provider does not become the merchant of record for the Customer's shoppers by reason of providing the Platform.

Third-party commerce engines (including Medusa or successors) and related region, currency, tax and shipping configuration remain the Customer's operational responsibility within the tools provided. Fail-closed configuration (including missing sales region or payment pointer) that prevents checkout or payment collection is not a Provider billing failure. Commerce Payments are denominated in the currency of the Customer's configured sales region.

28. SEATS, INVITES, RESIDENTS AND FAIR USE

Access may be limited by seats, administrator caps, resident/service-user caps, invite limits, API request limits, email sending limits and AI quotas as set out in Appendix A.

Unless Appendix A states otherwise, indicative paid entitlements include:

- Starter: up to 3 seats; SamAI up to 500 turns per month (subject to daily caps);
- Professional: up to 10 seats; SamAI up to 5,000 turns per month (subject to daily caps);
- Enterprise: as specified in the Order Form (platform ceilings may apply until varied).

The Customer must not circumvent seat, invite or metering controls, share credentials to evade limits, or generate automated load that degrades shared infrastructure. The Provider may rate-limit, throttle or suspend abusive traffic.

Invite links and tokens may expire (including on short fixed periods such as seventy-two (72) hours where implemented). The Customer remains responsible for all End User activity under its Workspace.

29. END USERS AND CUSTOMER ADMINISTRATOR DUTIES

The Customer is responsible for authorising and de-authorising End Users; the accuracy of roles (including staff, resident, member and volunteer access); content, communications and personal data processed through portals; sector-specific legal duties applicable to the Customer's operations; and ensuring End Users comply with this Agreement and Acceptable Use.

For UK GDPR purposes, the Customer is the controller of End User and Customer Data relating to the Customer's operations, and the Provider acts as processor when processing such data to provide the Service, except where the Provider determines purposes for its own platform operations (accounts, security, billing), in which case the Provider may act as an independent controller.

30. SUPPORT ACCESS AND IMPERSONATION

The Customer authorises the Provider to use Support Access, including subject impersonation and temporary elevated website or configuration access, where reasonably required for customer support; Professional Services / Done-For-You delivery; security incident response; billing recovery; and audited recovery of broken configurations.

Where implemented, Support Access actions may be logged (operator, time and reason). Support Access does not transfer ownership of Customer Data. The Provider shall use Support Access only for legitimate service purposes and shall not use it to market to the Customer's End Users independently of the Service.

31. REFUNDS, CHARGEBACKS AND PAYMENT DISPUTES

Unless mandatory law provides otherwise, or an Order Form states otherwise:

- Subscription Fees are non-refundable once a billing period has commenced, except where the Provider cancels the Service for convenience or is required by law to refund.
- The Customer must not initiate chargebacks for Subscription Fees without first contacting the Provider's billing support and allowing a reasonable cure period.
- Unjustified chargebacks may be treated as a material breach and may result in immediate restriction or suspension, recovery of processor fees, and reporting where lawful.
- Shopper refunds and Commerce Payment chargebacks are the Customer's responsibility under Clause 27.
- By activating billing, the Customer acknowledges the Provider's refunds and payment dispute policy as presented during onboarding and as updated on reasonable notice.

32. DATA PROTECTION AND SUBPROCESSORS

Both parties shall comply with UK GDPR and the Data Protection Act 2018.

Where the Provider processes personal data on behalf of the Customer, the parties incorporate Appendix C (Data Processing Addendum), including subject-matter, duration, nature and purpose of processing; types of personal data and categories of data subjects; Customer instructions; security measures; subprocessor authorisation; international transfer safeguards; and assistance with data subject requests, insofar as reasonably practicable through Platform tools.

The Provider uses subprocessors as listed in Appendix D (as updated). Material changes will be notified by updating Appendix D and, where required by the DPA, by notice to the Customer.

A public Privacy Notice and Cookie information apply to visitors of Provider marketing sites and, where relevant, to Platform telemetry. Customer public sites remain the Customer's responsibility for their own privacy disclosures.

33. PROFESSIONAL SERVICES (DONE-FOR-YOU)

The Provider may offer Professional Services or Done-For-You engagements (including website build or configuration assistance) under a separate definition, proposal or Order Form. Further terms are set out in Appendix H.

Professional Services do not replace this SaaS Agreement for Platform access; may create immutable snapshots of agreed scope; may require temporary Support Access; and are billed as specified in the engagement documents (which may reuse Platform invoicing).

Unless expressly assigned in writing, all Platform IP, Packs, UEE, templates and tools used in delivery remain the Provider's property. Customer Content supplied for delivery remains Customer Data.

34. BRANDING, TRADE MARKS AND LOGO LICENCE

Suite.Divinus™, UEE™, Packs™, Modules™, Martex™ (as used for the flagship Fire Evolution Pack), Suite Fire and related marks, and the Provider's monogram logo assets (including the DG device made available in the Platform as logo.png and dark-logo.png), remain the exclusive property of DivinusGratia Ltd.

The Customer receives a limited, revocable, non-exclusive licence to display Provider marks only as embedded by the Platform UI or as expressly authorised in writing. Additional detail is set out in Appendix E.

The Customer may apply its own branding within entitled branding features. Customer branding does not grant any ownership of Packs, themes, Suite Fire tokens, Fire Evolution Packs or Platform chrome.

Unless an Enterprise white-label option is purchased and recorded, the Provider may display appropriate Provider attribution on Customer-facing Platform surfaces. The Customer shall not remove, obscure or alter Provider IP notices, licence enforcement, or Pack watermarks where present.

Stock or Pack media is licensed for use only within the authorised Workspace and subscription term, and may not be extracted for unrelated commercial redistribution.

35. RENEWALS, CANCELLATION AND NOTICE

Subscriptions renew automatically at the end of each billing period for a further period of the same interval (monthly unless otherwise stated), until cancelled. A Trial is not a Subscription. It does not renew and does not convert automatically into a Subscription (Clause 26A.6).

The Customer may cancel auto-renewal through the billing controls then made available in the Platform, or by written notice to the Provider's billing contact, before the renewal date. Cancellation takes effect at the end of the then-current paid period unless the parties agree otherwise. No partial-period refund applies except as required by law or Clause 31.

The Provider may change Pricing Schedule amounts on at least thirty (30) days' notice before renewal. Continued use after the effective date constitutes acceptance of the updated Pricing Schedule, except where mandatory law requires explicit consent.

Notices under this Agreement may be given by email to the addresses on the Customer account and by in-product notification. Notices to the Provider must be sent to the contact published on the Provider's website or Order Form.

36. BETA AND PREVIEW FEATURES

The Provider may offer beta, preview or experimental features (including AI tooling that the Platform labels as beta or preview). Advanced AI, where included in the Customer's Service Plan under Appendix A, is not a beta feature. Beta features are provided AS IS, may be withdrawn at any time, may be subject to additional caps, and are excluded from any availability target. Customer Data used in beta features remains subject to this Agreement and Appendix C.

37. COOKIES AND VISITOR ANALYTICS

The Platform may use first-party cookies, local storage and similar technologies for authentication, security, preferences and, where enabled, visitor analytics.

Where visitor analytics are offered, they are consent-gated as implemented. The Customer is responsible for configuring and disclosing analytics and cookies on Customer public sites in accordance with applicable law. Default analytics retention may be limited (including approximately ninety (90) days unless Appendix F states otherwise).

38. VERSIONED LEGAL ARTEFACTS

Acceptance of this Agreement, the Privacy Notice and related artefacts may be recorded against versioned artefact identifiers at signup or billing activation. The version accepted by the Customer governs until a later version is accepted or deemed accepted on notice and continued use, except where mandatory law requires re-consent.

The Customer shall ensure that persons accepting artefacts on its behalf are authorised to bind the Customer.

39. SECURITY INCIDENTS

The Provider maintains appropriate technical and organisational measures for a multi-tenant SaaS service. Absolute security is not warranted (Clause 6).

Where the Provider becomes aware of a personal data breach affecting Customer Data that requires notification under UK GDPR, the Provider shall notify the Customer without undue delay and provide information reasonably available to assist the Customer's own compliance obligations. The Customer remains responsible for notifying regulators and data subjects where it is the controller, unless mandatory law assigns that duty otherwise.

40. INSOLVENCY AND ASSIGNMENT

The Provider may suspend or terminate the Subscription immediately if the Customer becomes insolvent, enters administration, liquidation or an analogous process, or makes an arrangement with creditors, insofar as permitted by law.

The Customer may not assign this Agreement without the Provider's prior written consent, except to an affiliate or successor in connection with a merger or sale of substantially all assets, provided the assignee is not a direct competitor of the Provider and assumes all obligations in writing. The Provider may assign this Agreement to an affiliate or successor.

APPENDIX A — PRICING & ENTITLEMENTS SCHEDULE

This Appendix A forms part of the Suite.Divinus Master Agreement v1.1. Amounts are in GBP exclusive of VAT unless stated otherwise. Entitlements reflect the Provider's Pricing Blueprint and live platform entitlement rules as at the Agreement date and may be updated under Clause 35.

A1. Public Service Plans — list prices (monthly)

Plan	Monthly price	Storage	Notes
Brochure Lite	£10	100 MB	Customer supplies domain
Brochure Managed	£20	100 MB	Managed domain/DNS/hosting where included
Starter	£29	2.5 GB	Starter entitlements as listed in Appendix A3A
Professional	£79	10 GB	Entitlements as listed in Appendix A3A
Enterprise	Custom quotation	100 GB default ceiling	Order Form may override

Customer-owned custom domain connection: included (no additional Platform fee unless stated otherwise). Registrar fees remain Customer's responsibility except where Brochure Managed or an Order Form includes managed domain services.

A2. Pending Activation Caps (maximums the Provider may enforce)

Cap	Value
Storage	50 MB
Users (max)	3
Invites (lifetime)	5
Explore window	14 days
Idle freeze	30 days without login
Purge eligibility after frozen	60 days
AI turns / day	20
AI turns lifetime (pending)	100
Live custom domains	0 (a custom domain may be added, verified and set as primary; it is served publicly only after Commercial Activation)
Public Live	Not permitted
API requests / day	1,000
Emails / day	10

Pending Activation Caps do not apply during a Trial. A Trial uses the limits in A3 and A3A for the assigned Service Plan, except that Live custom domains and Public Live remain as stated above until Commercial Activation.

A3. Indicative plan entitlements (active commercial status and Trial)

Plan	Seats	Max admins	Max residents*	SamAI turns / month	SamAI daily cap
Brochure Lite	Brochure mode	1	25	0	0

Brochure Managed	Brochure mode	1	25	0	0
Starter	3	3	100	500	50
Professional	10	10	500	5,000	500
Enterprise	Order Form / platform ceiling	Order Form	Order Form	Order Form / high ceiling	Order Form

Plan	SamAI capability
Brochure Lite	None
Brochure Managed	None
Starter	Basic AI: assistant, answers, search, summaries and content
Professional	Basic AI and Advanced AI: SamAI may also create records and workflows, book and cancel appointments, add and verify domains, and assign staff tasks
Enterprise	Basic AI and Advanced AI: SamAI may also create records and workflows, book and cancel appointments, add and verify domains, and assign staff tasks

* “Residents” refers to resident/service-user style records where the Customer’s vertical uses that concept; brochure plans retain catalogue ceilings for legacy compatibility and do not imply full housing/care SaaS.

A3A. Capabilities by Service Plan

Capability	Brochure Lite	Brochure Managed	Starter	Professional	Enterprise
Website hosting, custom domain connection, documents	Yes	Yes	Yes	Yes	Yes
Website editing (CMS, pages, media, branding, menus)	—	—	Yes	Yes	Yes
SamAI — Basic AI (assistant, answers, content; no actions)	—	—	Yes	Yes	Yes
SamAI — Advanced AI (records, workflows, bookings, domains, automation)	—	—	—	Yes	Yes
Donations, campaigns, volunteers, memberships, grants	—	—	Yes	Yes	Yes
Housing and care — limited (records, applications, referrals, meals)	—	—	Yes	Yes	Yes
Housing and care — full operations	—	—	—	Yes	Yes
IT support, cleaning, workforce management	—	—	—	Yes	Yes
Resident payments (rent and charges)	—	—	Yes	Yes	Yes
Commerce, storefront, checkout, commerce payments	—	—	—	Yes	Yes
Scheduling and live bookings	—	—	—	Yes	Yes
Workflows, automation, reporting, advanced reporting, compliance	—	—	—	Yes	Yes
Team access, single sign-on, accounting	—	—	—	Yes	Yes

Enterprise governance	—	—	—	—	Yes
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Capabilities are subject to commercial status (Clause 26), the limits in A2 and A3, and role permissions. Actions marked After Commercial Activation in the Platform are available once the Service Plan is active or during an unexpired Trial of that Service Plan (Clause 26A). A Trial never makes available a capability that the assigned Service Plan does not include.

A4. Storage enforcement: hard limit. Uploads may fail when over quota.

A5. Billing clocks (non-payment): past due → Restricted at 7 days → Suspended at 14 days; data preserved on billing suspension. Pending explore: 14 days. See Clauses 14 and 26. Trial: 7 days, extendable by the Provider in periods of up to 7 days. Trial expiry is not non-payment and starts no billing clock. See Clause 26A.

A6. Payment collection for Subscription Fees may use Square and/or Stripe as configured. Commerce Payments use the Customer's commerce payment configuration and are separate.

APPENDIX B — ACCEPTABLE USE POLICY

This Acceptable Use Policy supplements Clause 8.

B1. Prohibited content includes illegal content; malware; content that infringes IP; harassment, hate or exploitation; content that compromises minors; and deceptive phishing.

B2. Prohibited technical conduct includes intrusion testing without written authorisation; cryptomining on Platform resources; intentional overload; credential stuffing; and bypass of rate limits or entitlement gates.

B3. Portal and UGC: the Customer must moderate End User content to a standard appropriate to their sector and must respond promptly to lawful takedown notices.

B4. AI: prompts and outputs must comply with this Policy. Automated bulk generation intended to spam or deceive is prohibited.

B5. Enforcement: the Provider may warn, remove content, throttle, restrict, suspend or terminate, and may report unlawful activity to authorities.

APPENDIX C — DATA PROCESSING ADDENDUM

C1. Roles. For Customer Data relating to the Customer's operations and End Users, the Customer is controller and DivinusGratia Ltd is processor, except where the Provider acts as independent controller for account, security, billing and product improvement metadata as described in Clause 29.

C2. Subject-matter. Provision of the Suite.Divinus multi-tenant SaaS Platform, including hosting, storage, CMS, workflows, portals, AI features (where entitled), billing, support and related processing.

C3. Duration. For the term of the Subscription and any retention period under Appendix F.

C4. Nature and purpose. Hosting, transmission, display, backup, security monitoring, support (including Support Access), analytics (where enabled), and AI inference (where entitled).

C5. Types of personal data. May include identity and contact data; account credentials (hashed); role and tenancy identifiers; content uploaded by Users/End Users; usage and technical logs; billing contact data; and other data the Customer chooses to place in the Workspace.

C6. Data subjects. Customer personnel; End Users (including residents, members, volunteers where used); website visitors (limited telemetry/analytics); and other individuals whose data the Customer uploads.

C7. Instructions. The Provider shall process personal data only on documented instructions from the Customer (including configuration within the Platform and this Agreement), unless required by law.

C8. Security. The Provider shall implement appropriate technical and organisational measures appropriate to a multi-tenant SaaS service, including access controls, encryption in transit where applicable, logical tenant separation, and logging of privileged Support Access where implemented.

C9. Subprocessors. The Customer authorises the use of subprocessors in Appendix D. The Provider shall impose data-protection obligations no less protective than this DPA.

C10. International transfers. Where personal data is transferred outside the UK, the Provider shall ensure an appropriate transfer mechanism (including UK IDTA/Addendum or adequacy) as applicable.

C11. Assistance. The Provider shall, taking into account the nature of processing, assist the Customer with data subject requests, DPIAs and breach notifications insofar as reasonably practicable through Platform tools and support channels.

C12. Deletion/return. Upon termination, the Customer may export Customer Data while access remains. Thereafter deletion follows Appendix F unless law requires retention.

C13. Audit. Upon reasonable written notice, not more than once per year (unless a material breach is reasonably suspected), the Provider shall provide information reasonably necessary to demonstrate compliance, which may include security summaries; on-site audit only where required by mandatory law or mutual written agreement.

APPENDIX D — SUBPROCESSOR SCHEDULE

The Provider may use the following categories of subprocessors. Specific vendors may change; material category changes will be reflected in updates to this Appendix.

Category	Purpose	Examples / notes (as configured)
Cloud hosting & database	Application and data hosting	Hosted Postgres / cloud infrastructure
SaaS payment collection	Collect Subscription Fees	Square and/or Stripe
Commerce engine	Products, carts, orders (Customer commerce)	Medusa
Scheduling bridge	Timezone / calendar integration	Cal.diy bridge
Email / notifications	Transactional email	Configured email providers
AI model providers	SamAI inference	Configured LLM providers
CDN / object storage	Media delivery and storage	As configured
Security / rate limiting	Abuse prevention	As configured (e.g. Redis-backed limits)

Customer-configured integrations (including the Customer’s own Stripe/Square commerce keys, custom domains, and third-party pixels) are the Customer’s processors or independent controllers as applicable, not the Provider’s choice of subprocessor.

APPENDIX E — PACK & BRAND LICENCE

E1. Pack licence. Subject to an active Subscription, the Customer receives a limited licence to use assigned Packs solely within the authorised Workspace for the Customer's internal business operations and public website/storefront for that Workspace.

E2. Pack classes. Module Packs, Fire Evolution Packs (including Martex), and Design/Page Packs are licensed separately from any Customer brand assets. Suite Fire is the Provider's admin visual system and is not a Customer-owned theme.

E3. Logo assets. Authorised Provider logo files include the primary DG monogram (logo.png) and dark variant (dark-logo.png) as shipped in the Platform. Use is limited to Platform-embedded display or written authorisation.

E4. White-label. Removal of Provider attribution requires an Enterprise white-label entitlement recorded in an Order Form.

E5. Media. Pack and IMAGE PACK style media is licensed only for use within the subscription term and authorised Workspace; extraction for unrelated commercial libraries is prohibited.

E6. On termination, Pack licence ends. Customer Data remains Customer-owned subject to retention rules; Provider Materials must not be retained except residual copies in backups pending deletion.

APPENDIX F — RETENTION & DELETION SCHEDULE

Event / data class	Standard handling
Billing Restricted (7 days past due)	Limited ops; billing repair open
Billing Suspended (14 days past due)	Ops disabled; data preserved
Pending Activation expire	14 days
Pending idle freeze	30 days without login
Pending purge eligibility after freeze	60 days
Trial expired	Access restricted (read-only); billing and Commercial Activation open; data preserved
Trial purge eligibility	None by default; any future purge eligibility only on at least 30 days' notice under Clause 35
Soft-delete Workspace	Cascade soft-delete; limited recovery window as implemented
Visitor analytics	Approximately 90 days default
Invite tokens	Short expiry (e.g. 72 hours where implemented)
Post-termination Customer Data	Export before closure; then deletion after operational/legal retention
Legal holds / disputes	May extend retention as required

This Schedule describes standard Platform policy and may be updated. Mandatory legal retention overrides this Schedule.

APPENDIX G — ENTERPRISE ORDER FORM (TEMPLATE)

This Order Form is a template. Completed Order Forms form part of the Agreement for Enterprise Customers.

Field	Value
Customer legal name	_____
Company number	_____
Registered office	_____
Primary contact	_____
Service Plan	Enterprise
Subscription Fees	£ _____ / month (or other)
Billing interval	_____
Storage allocation	_____ GB (default ceiling 100 GB unless stated)
Seats / admins / residents	_____
SamAI / Advanced AI	Basic AI and Advanced AI, with enterprise governance, included. SamAI turns per month: _____ (default: platform ceiling). Daily cap: _____. No other AI capability is included unless it is listed under Special terms.
Enterprise services	Dedicated support / Custom integrations / Tailored onboarding / Strategic implementation support. Scope: _____. Chargeable Professional Services, if any, are under Clause 33 and Appendix H.
White-label	Not currently available
SLA (if any)	_____
DPA / transfer addendum	Appendix C applies unless attached variant
Initial term	_____
Special terms	_____

Precedence: for conflicted commercial terms, this Order Form prevails over the body of the Agreement (Clause 23).

APPENDIX H — PROFESSIONAL SERVICES TERMS

H1. Scope. Professional Services / Done-For-You engagements are defined in a proposal, catalogue item or Order Form (the “Engagement”).

H2. Snapshots. Agreed scope may be captured in immutable snapshots. Changes require written change control.

H3. Access. The Customer authorises Support Access reasonably required to deliver the Engagement.

H4. Fees. Fees are as stated in the Engagement and may be invoiced through Platform billing.

H5. IP. Provider Materials remain Provider-owned. Customer materials remain Customer Data. Licence to use Packs and Platform tools remains governed by the SaaS Agreement.

H6. Warranty. Professional Services are performed with reasonable care and skill. Unless stated otherwise, deliverables are accepted when published to the Customer Workspace or marked complete.

H7. Relationship to SaaS. Suspension of the SaaS Subscription may pause delivery. SaaS Terms continue to apply to Platform use.

SIGNATURE PAGE

IN WITNESS WHEREOF the parties have executed this Agreement on the dates set out below.

Customer

Organisation: _____

Authorised Signatory: _____

Position: _____

Signature: _____

Date: _____

DivinusGratia Ltd

Authorised Representative: _____

Signature: _____

Date: _____

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