END USER LICENSE AGREEMENT (EULA) & TERMS OF SERVICE

Effective Date: August 2026
Provider: Supervision2 Ltd ("Licensor", "We", "Us", "Our")
Platform domain: 1two.one
Customer: The legal entity or organisation purchasing a subscription ("Customer", "Licensee", "You")

1. GRANT OF LICENSE & SUBSCRIPTION MODEL

1.1 Branch-Based Subscription

Subject to the terms of this Agreement and payment of applicable fees, Licensor grants Customer a non-exclusive, non-transferable, revocable license to access and use the 1two.one ambient supervision platform ("Software").

1.2 Organisational Licensing

This Agreement is executed at the organisation level. Subscriptions are licensed on a per-branch, per-setting, or per-location basis as specified in Customer's Order Form or account dashboard. Use is restricted to authorised employees and managers operating within registered locations.

1.3 Authorised Users

Customer remains fully responsible for all activity occurring under its user accounts, branch settings, and administrative credentials.

2. AUDIO RECORDING, STATUTORY NOTICES & CONSENT OBLIGATIONS

2.1 Mandatory Notice Display

The Software displays an explicit pre-recording notice prior to session capture stating: *"This meeting is being recorded in line with our recording policy and requirement to gather evidence of compliance."*

2.2 Prohibition of Covert Recordings

Covert or secret recordings are strictly prohibited. Customer explicitly agrees and warrants that ambient audio capture will only take place with the full knowledge of all meeting participants. Because the 1two.one workflow requires dual electronic sign-off from both the supervisor and supervisee/attendee, unacknowledged or covert recordings cannot be validated or processed into final compliance records.

2.3 Statutory Data Protection Responsibility

Customer acts as the Data Controller under UK GDPR for all audio captured during supervisions and care assessments. Customer warrants that it maintains appropriate organisational recording policies, privacy notices, and statutory legal bases (or explicit consents where required) before initiating any recording session via 1two.one.

3. PROHIBITED USES & INTELLECTUAL PROPERTY HARDENING

3.1 Reverse-Engineering & Prompt Protection

Customer shall not, and shall not permit any third party to:

- Reverse engineer, decompile, disassemble, or attempt to derive the underlying source code, database schemas, Row-Level Security (RLS) policies, or system architecture of the Software.
- Extract, capture, "jailbreak", or reverse-engineer the AI system prompts, system instructions (`_PROMPT_INJECTION_GUARD`), or regulatory reasoning schemas utilised by 1two.one.
- Use the Software outside the scope of adult social care, education (including schools and colleges), staff supervision, care assessment, and regulatory compliance logging.
- Bypass, disable, or tamper with security controls, rate-limiting parameters, or multi-tenant database isolation boundaries.

4. PROPRIETARY RIGHTS & DATA OWNERSHIP

4.1 Customer Data Ownership

As between Licensor and Customer, Customer retains 100% ownership of all raw audio inputs, sanitised text transcripts, generated CQC/regulatory evidence cards, action logs, and exportable supervision reports ("Customer Content").

4.2 Licensor Intellectual Property

Licensor retains exclusive ownership of all right, title, and interest in and to the Software, brand assets, proprietary algorithms, database architecture, prompt templates, and software interfaces.

4.3 No AI Model Training

Licensor guarantees that Customer Content, transcripts, and personal health data will never be used to train, retrain, or improve public or commercial AI foundation models.

5. SERVICE LEVELS, MAINTENANCE & WARRANTIES

5.1 Service Provision ("As-Is")

Unless Customer has negotiated and executed a bespoke Service Level Agreement (SLA) Order Form with Licensor, the Software is provided on an "AS-IS" and "AS-AVAILABLE" basis.

5.2 Standard Support

Standard subscriptions include best-effort technical email support during normal UK business hours (09:00-17:00 BST/GMT, Monday-Friday, excluding public holidays).

5.3 Enterprise SLAs

Custom uptime guarantees, priority response windows, and dedicated account management are available under separate enterprise addenda.

6. DATA RETENTION, TERMINATION & CANCELLATION EXPORTS

6.1 Automated Transient Audio Purge & Draft Retention

- Raw audio files uploaded to 1two.one are held in transient encrypted storage solely for transcription and dual sign-off validation.
- Raw audio files are automatically and permanently hard-deleted upon dual electronic sign-off by the supervisor and supervisee, or strictly within 30 days of initial upload, whichever occurs first.
- The expiration or deletion of raw audio files after 30 days shall not affect or delete pending draft transcripts, action logs, or unconfirmed compliance evidence cards. If a supervision session remains in draft status past 30 days, the sanitised text transcript remains accessible to authorised users to complete dual sign-off, while the underlying raw audio is unrecoverably purged.

6.2 Offboarding & Data Export Obligation

Upon subscription cancellation, non-renewal, or termination of this Agreement, all data exports and report downloads must be completed by Customer PRIOR to the effective cancellation date.

6.3 Post-Cancellation Hard Erasure

Immediately following the effective date of subscription cancellation or non-payment termination, Customer's tenant database container, user accounts, and stored supervision records will be queued for permanent, unrecoverable hard deletion from UK-based cloud infrastructure (London / europe-west2). Licensor assumes no liability for Customer Content that was not exported prior to cancellation.

7. LIMITATION OF LIABILITY

7.1 Cap on Liability

To the maximum extent permitted by English law, Licensor's total aggregate liability arising out of or related to this Agreement shall be strictly limited to the total subscription fees paid by Customer to Licensor for the branch/setting in

question during the 12 months immediately preceding the event giving rise to liability.

7.2 Regulatory Compliance

1two.one is an administrative support tool designed to map supervision evidence against regulatory frameworks (CQC, CIW, Care Inspectorate, RQIA, Ofsted). Customer remains solely responsible for ensuring its operational care delivery and educational provision comply with statutory standards.

8. INDEMNIFICATION & GENERAL LEGAL PROVISIONS

8.1 Customer Indemnification

Customer agrees to defend, indemnify, and hold harmless Licensor, its officers, directors, and employees from and against any third-party claims, liabilities, damages, losses, or regulatory fines (including ICO penalties) arising out of or related to:

- Customer's breach of Section 2 (Audio Recording, Statutory Notices & Consent Obligations), including any claim stemming from alleged covert, unacknowledged, or unlawful audio capture.
- Customer's processing of Special Category Data without a valid lawful basis under UK GDPR.

8.2 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement (except for payment obligations) resulting from causes beyond its reasonable control, including but not limited to acts of God, widespread internet or telecommunication outages, major cloud infrastructure failures, cyber-attacks, or changes in statutory law.

8.3 Severability

If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary, and the remaining provisions of this Agreement shall remain in full force and effect.

8.4 Entire Agreement

This Agreement (together with any applicable Order Form, Schedule, or DPA) constitutes the entire agreement between Customer and Licensor regarding the Software and supersedes all prior oral or written agreements, understandings, or representations.

8.5 Governing Law & Jurisdiction

This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.

9. SCHEDULE 1: DATA PROCESSING AGREEMENT (UK GDPR ARTICLE 28)

9.1 Controller & Processor Roles

The parties acknowledge that for the purposes of the UK Data Protection Legislation (including the UK GDPR and Data Protection Act 2018), the Customer is the Data Controller and Licensor is the Data Processor in respect of any Personal Data and Special Category Data processed via the Software ("Customer Personal Data").

9.2 Scope & Instructions

Licensor shall process Customer Personal Data solely on documented instructions from the Customer (including as set out in this Agreement) and exclusively for the purpose of providing ambient supervision transcription, compliance evidence mapping, and platform administration.

9.3 Data Security & Confidentiality

Licensor shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk—including encryption in transit (TLS 1.3) and at rest (AES-256), multi-tenant isolation (Row-Level Security), and zero-retention policies for AI model training. Licensor shall ensure that persons authorised to process Customer Personal Data have committed themselves to confidentiality.

9.4 Sub-processors

Customer grants general authorisation to Licensor to engage third-party sub-processors (including cloud infrastructure providers, API-based transcription engines, and LLM inference providers) for the performance of the Service. Licensor shall maintain an up-to-date list of sub-processors and impose data protection obligations no less protective than those set out in this Section.

9.5 Data Subject Rights & Incident Notification

Licensor shall assist Customer by appropriate technical measures to enable Customer to respond to requests from Data Subjects. Licensor shall notify Customer without undue delay (and in any event within 48 hours) upon becoming aware of a confirmed Personal Data Breach affecting Customer Personal Data.

9.6 Data Return & Erasure

Upon termination of this Agreement, Licensor shall hard-delete all Customer Personal Data in accordance with Section 6.3, unless retention is required by applicable English law.

10. FEES, BILLING & SUBSCRIPTION TERMS

10.1 Automated Monthly Processing

All subscription fees are billed strictly on a monthly recurring basis in advance, as specified at supervision2.co.uk/#pricing or within your account dashboard. Payment must be processed automatically via Stripe using a valid credit card, debit card, or Direct Debit mandate.

10.2 Strict Access Conditional on Payment

Access to and continuous use of the Software is strictly conditional upon receipt of cleared subscription fees. If a monthly payment fails or cannot be processed by Stripe on the renewal date:

- Platform access will be suspended immediately.
- Your account will enter a 14-day grace period for billing retries.

- Continued non-payment following the 14-day grace period will result in immediate account termination and permanent hard erasure in accordance with Section 6.3.

10.3 Price Changes

We reserve the right to modify subscription pricing. Existing customers will receive a minimum of 30 days' advance written notice via email before any monthly price adjustments take effect.

10.4 Taxes & Non-Refundability

All listed fees are exclusive of Value Added Tax (VAT) and applicable statutory taxes, which shall be calculated and added at checkout via Stripe. All monthly subscription payments are non-refundable.

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11. CUSTOMER ONBOARDING & KEY FACTS SHEET

11.1 Onboarding Guide & Compliance Summary

To ensure a seamless transition and maintain strict regulatory compliance, all Customers must follow the 1two.one Onboarding Guide. This includes the mandatory appointment of a Data Protection Officer (DPO), the publication of an updated Privacy Notice to employees, and the installation of statutory physical signage in designated supervision rooms. The platform is designed to provide robust evidence of compliance for regulatory inspections by automating the mapping of session outcomes to quality standards.

11.2 Supported Meeting Taxonomy

The 1two.one platform provides specialised reasoning schemas and evidence templates for the following meeting types:

- Supervision (default)
- Appraisal
- Competency assessment
- Disciplinary
- Grievance
- Performance review

- Stay interview
- Probation Review
- Learner review
- Return to Work / Absence Review
- Exit Interview
- Flexible Working Request
- Safeguarding / Incident Debrief
- Auditing / Quality Assurance Review
- Team meetings