LeakIQ

Master Subscription Agreement

Version 1.2. Last updated: 7 October 2026.

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Parties

This agreement is entered into between LeakIQ Ltd (company number 17311148), registered at 195 Wood Street, London E17 3NU, ICO registration ZC187738, and the subscribing Client organisation.

Recitals

LeakIQ Ltd provides a cloud-based revenue recovery platform that automatically detects payment failures, billing errors, mandate cancellations, invoice discrepancies and reconciliation gaps across connected financial systems. The Client wishes to subscribe to the Platform on the terms set out in this Agreement.

The parties agree as follows.

1. Definitions

In this Agreement the following terms have the meanings set out below:

- **"Agreement"**, This Master Subscription Agreement together with all Schedules and any Order Form executed by the parties.
- **"Authorised Users"**, The employees, contractors and agents of the Client who are permitted to access the Platform under this Agreement.
- **"Business Day"**, A day other than a Saturday, Sunday or public holiday in England and Wales.
- **"Client Data"**, All data, information and materials submitted to or processed by the Platform by or on behalf of the Client.
- **"Commencement Date"**, The date specified in the relevant Order Form, or, if none, the date the Client first accesses the Platform.
- **"Confidential Information"**, Any information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- **"Documentation"**, Any technical documentation, user guides and API references made available by LeakIQ at app.leakiq.io or leakiq.io/technical-documentation.
- **"Fees"**, The subscription fees payable by the Client as set out in the relevant Order Form.

- **"Initial Term"**, The initial subscription period specified in the Order Form, or twelve (12) months if none is specified.
- **"Intellectual Property Rights"**, Patents, rights to inventions, copyright, trade marks, database rights, rights in computer software, trade secrets, know-how, and all other intellectual property rights of any kind.
- **"Order Form"**, A written or electronic order executed by the parties specifying the Workspace(s), Fees, Term and any additional service terms.
- **"Personal Data"**, Has the meaning given in the UK GDPR.
- **"Platform"**, The LeakIQ revenue recovery software-as-a-service platform accessible at app.leakiq.io, including all APIs, connectors and analytics features.
- **"Renewal Term"**, Each successive period following the expiry of the Initial Term, of the same length as the billing term selected in the Order Form.
- **"SLA"**, The service levels set out in Schedule 2.
- **"UK GDPR"**, The UK General Data Protection Regulation as retained in UK law by the European Union (Withdrawal) Act 2018.
- **"Workspace"**, An isolated tenant environment within the Platform to which one or more Authorised Users are granted access.

2. Subscription and Licence Grant

2.1 Subject to payment of the Fees and compliance with this Agreement, LeakIQ grants the Client a non-exclusive, non-transferable, non-sublicensable licence to access and use the Platform during the Term solely for the Client's internal business operations.

2.2 The licence granted in clause 2.1 is limited to the number of Workspaces specified in the applicable Order Form. Authorised Users within a subscribed Workspace are unlimited and are not separately charged. The Client shall not permit any person other than an Authorised User to access the Platform.

2.3 LeakIQ may update, modify or add features to the Platform at any time. LeakIQ will use reasonable endeavours to notify the Client of material changes in advance. Updates are provided at no additional charge unless they constitute a new product or separately priced add-on.

2.4 Access to the Platform is provided via web browser and API. The Client is responsible for maintaining adequate internet connectivity and compatible browser software.

3. Restrictions on Use

The Client shall not, and shall ensure that Authorised Users do not:

- copy, modify, create derivative works of, or reverse engineer the Platform or any part of it;
- sublicense, sell, resell, transfer, assign or otherwise commercially exploit the Platform to any third party;

- access the Platform for the purpose of building a competing product or service;
- use the Platform to store or transmit unlawful content, malicious code or materials that infringe any third-party rights;
- circumvent or disable any security feature, access control or audit mechanism of the Platform;
- use automated scraping, data harvesting or high-volume query tools against the Platform in a manner that disrupts normal service operation;
- share login credentials between multiple individuals or make the Platform available to persons outside the Client organisation without LeakIQ's written consent.

3.2 The Client acknowledges that the Platform operates exclusively in read-only mode with respect to the Client's connected third-party systems. LeakIQ does not write back to, modify or delete data in any connected system. All recovery actions displayed on the Platform are recommendations only; the Client retains full responsibility for any decisions made on the basis of Platform outputs.

4. Fees and Payment

4.1 The Client shall pay the Fees as specified in the Order Form. Unless otherwise stated, Fees are charged at a base rate of £5,000 (five thousand pounds sterling) per Workspace per month. The Client selects one of the following billing terms in the Order Form:

- Monthly: £5,000 per Workspace, invoiced monthly in advance. Either party may cancel on 30 days' written notice.
- Quarterly: £5,000 per Workspace per month, invoiced quarterly in advance (£15,000 per Workspace per quarter). Either party may cancel on 60 days' written notice.
- Annual: £4,500 per Workspace per month, being a 10% discount on the base rate, invoiced annually in advance (£54,000 per Workspace per year). Either party may cancel on 30 days' written notice before the end of the then-current annual term.

Where the Client subscribes to more than one Workspace, LeakIQ may apply a volume discount to the per-Workspace Fees. Any such discount is agreed on a per-Client basis according to the number of Workspaces and the Client's requirements, and is set out in the applicable Order Form.

4.2 All Fees are exclusive of VAT. Where VAT is applicable, it shall be added to each invoice at the then-current rate and is payable by the Client.

4.3 Invoices are payable within 30 days of the invoice date. LeakIQ reserves the right to charge interest on overdue amounts at the rate of 8% per annum above the Bank of England base rate, accruing daily from the due date until payment.

4.4 LeakIQ may increase the Fees at the start of any Renewal Term by giving the Client not less than 60 days' written notice prior to the end of the then-current Term.

4.5 All Fees paid are non-refundable except as expressly provided in this Agreement or required by applicable law.

4.6 The Client shall provide valid payment details at or before the Commencement Date. If payment is not received by the due date, LeakIQ may suspend access to the Platform on 7 days' written notice

without prejudice to any other right or remedy.

5. Free Trial

5.1 Where an Order Form specifies a trial period, LeakIQ grants the Client access to the Platform at no charge for the duration of that trial period.

5.2 At the end of the trial period, the Platform does not automatically convert to a paid subscription and no charge is taken automatically. To continue, the Client must confirm a paid subscription by executing an Order Form or accepting the applicable billing terms. If the Client does not do so, access to the Platform ends at the close of the trial period and Client Data is handled in accordance with clause 12.4.

5.3 The Platform is provided during any trial period on an "as is" basis without warranties of any kind. LeakIQ shall have no liability arising from the Client's use of the Platform during the trial period.

6. Data Protection

6.1 Each party shall comply with its respective obligations under the UK GDPR, the Data Protection Act 2018 and any other applicable data protection legislation in connection with this Agreement.

6.2 The parties acknowledge that, in relation to any Personal Data contained in Client Data, the Client acts as data controller and LeakIQ acts as data processor. The terms of Schedule 1 (Data Processing Agreement) shall apply and are incorporated into this Agreement.

6.3 LeakIQ is registered with the Information Commissioner's Office (ICO) under registration number ZC187738.

6.4 LeakIQ shall process Personal Data only on the documented instructions of the Client, as set out in Schedule 1, unless required to do so by applicable law.

6.5 LeakIQ maintains appropriate technical and organisational measures to protect Personal Data, including AES-256-GCM encryption of all credentials at rest and TLS 1.2 or higher in transit.

6.6 LeakIQ shall notify the Client without undue delay upon becoming aware of a Personal Data breach affecting Client Data.

7. Confidentiality

7.1 Each party ("Recipient") shall keep confidential all Confidential Information received from the other party ("Discloser") and shall not disclose it to any third party without the Discloser's prior written consent.

7.2 The Recipient may disclose Confidential Information to its employees, officers, contractors and advisers who have a need to know it for the purposes of this Agreement, provided that such persons are bound by confidentiality obligations at least as protective as those in this clause.

7.3 The obligations in this clause do not apply to information that: (a) is or becomes publicly known through no act or omission of the Recipient; (b) was in the Recipient's possession before disclosure

without a confidentiality obligation; (c) is disclosed by a third party entitled to make the disclosure; or (d) is required to be disclosed by law or court order, provided the Recipient gives prompt written notice to enable the Discloser to seek a protective order.

7.4 Confidentiality obligations survive termination or expiry of this Agreement for five (5) years.

8. Intellectual Property

8.1 As between the parties, LeakIQ retains all Intellectual Property Rights in and to the Platform, the Documentation, and all related technology, software, improvements, and derivative works.

8.2 As between the parties, the Client retains all Intellectual Property Rights in and to the Client Data. The Client grants LeakIQ a limited, non-exclusive licence to use Client Data solely to provide the Platform and associated services under this Agreement.

8.3 LeakIQ may collect and use aggregated, anonymised, de-identified data derived from Client Data to improve and develop the Platform, provided such data cannot be used to identify the Client or any individual.

9. Warranties and Disclaimers

9.1 LeakIQ warrants that: (a) it has the right to grant the licence set out in clause 2.1; (b) the Platform will perform materially in accordance with the Documentation during the Term; and (c) it will provide the services with reasonable care and skill.

9.2 The Client warrants that: (a) it has the authority to enter into this Agreement; (b) it has obtained all necessary consents to provide Client Data to LeakIQ; and (c) use of the Client Data by LeakIQ as contemplated by this Agreement will not infringe the rights of any third party.

9.3 Except as expressly set out in this Agreement, the Platform is provided "as is" and LeakIQ gives no warranties, express or implied, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement.

9.4 The Platform is a decision-support tool. All outputs, recommendations and alerts are informational only. LeakIQ does not warrant that the Platform will detect all revenue leakage events or that recovery actions will achieve any particular financial result. The Client is solely responsible for any decision or action taken in reliance on Platform outputs.

10. Limitation of Liability

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

10.2 Subject to clause 10.1, LeakIQ's total aggregate liability shall not exceed the total Fees paid by the Client in the twelve (12) months immediately preceding the event giving rise to the claim.

10.3 Subject to clause 10.1, neither party shall be liable for any: (a) loss of profits or revenue; (b) loss of anticipated savings; (c) loss of business or contracts; (d) loss of goodwill or reputation; (e) loss or

corruption of data; or (f) indirect, special or consequential loss, howsoever arising.

11. Indemnification

11.1 LeakIQ shall indemnify the Client against any third-party claim that the Platform, as used in accordance with this Agreement, infringes any UK Intellectual Property Right, provided that the Client gives LeakIQ prompt notice, grants sole control of the defence, and provides all reasonable assistance.

11.2 If the Platform becomes subject to an infringement claim, LeakIQ may at its option: (a) procure the right for the Client to continue using the Platform; (b) modify the Platform to make it non-infringing; or (c) terminate the Agreement with 30 days' notice and refund prepaid Fees for the unused portion of the Term.

11.3 LeakIQ's indemnity obligations do not apply where infringement arises from Client Data, modifications made by the Client, or use of the Platform in breach of this Agreement.

11.4 The Client shall indemnify LeakIQ against all losses arising from the Client's breach of this Agreement, any claim that Client Data infringes third-party rights, or the Client's use of the Platform in violation of applicable law.

12. Term and Termination

12.1 This Agreement commences on the Commencement Date and continues for the billing term selected in the Order Form (Monthly, Quarterly or Annual, as described in clause 4.1). Unless either party gives written notice of non-renewal within the applicable notice period for that term (Monthly: 30 days; Quarterly: 60 days; Annual: 30 days before the end of the then-current term), the subscription automatically renews for successive periods of the same length at the then-current Fees.

12.2 Either party may terminate with immediate effect on written notice if: (a) the other party commits a material breach and fails to remedy it within 30 days of written notice; or (b) the other party becomes insolvent, enters administration or liquidation.

12.3 LeakIQ may terminate or suspend immediately if the Client fails to pay Fees within 14 days of written notice, or uses the Platform in a manner that may cause harm to LeakIQ, other customers, or third parties.

12.4 On termination: (a) all licences cease immediately, save that the Client retains access to the Platform solely for the purpose of exporting Client Data for the 30 days described in (c); (b) the Client shall cease all other use of the Platform; (c) LeakIQ shall make Client Data available for export for 30 days, after which LeakIQ shall delete it within 30 days of the Client's written request, subject to the exceptions in Schedule 1, without prejudice to the Client's standing right under clause 12.5; and (d) each party shall return or destroy the other's Confidential Information on request.

12.5 Standing right of export. At any time during the Term, the Client may generate and download a complete export of the Client Data held in its Workspace, using the export function within the Platform. This right is exercisable by the Client alone, at the Client's own initiative, without notice to LeakIQ, without the consent of LeakIQ, and without any act being required of LeakIQ. It is not

conditional on the Client's account being in good standing and is not suspended by any notice given under clause 12.3.

12.6 Why clause 12.5 is drafted this way. An obligation on LeakIQ to supply data is worth least at the moment it matters most, because the event that prompts the request may be the same event that prevents LeakIQ from answering it. Clause 12.5 is therefore a capability the Client holds rather than a promise LeakIQ makes, and the Client is encouraged to exercise it periodically rather than to rely on being able to exercise it at a particular future moment. LeakIQ does not operate a source-code or data escrow arrangement and makes no representation that one exists.

13. Support and Service Levels

13.1 LeakIQ shall provide the Platform with the availability and support levels set out in Schedule 2.

13.2 The Client may report issues via support@leakiq.io. LeakIQ shall respond to Priority 1 (critical) issues within 4 Business Hours and Priority 2 (high) issues within 1 Business Day.

13.3 Scheduled maintenance will be communicated at least 48 hours in advance. Emergency maintenance may be performed with shorter notice where required to protect platform security or integrity.

13.4 SLA remedies are limited to service credits as specified in Schedule 2 and are the Client's sole and exclusive remedy for availability failures.

14. General Provisions

14.1 Entire agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations and understandings.

14.2 Variation. No variation shall be effective unless made in writing and signed by authorised representatives of both parties.

14.3 Waiver. Failure to exercise any right or remedy does not constitute a waiver of that right or remedy.

14.4 Severance. If any provision is or becomes invalid or unenforceable, it shall be deemed modified to the minimum extent necessary. Any modification shall not affect the remaining provisions.

14.5 Assignment. The Client may not assign this Agreement without LeakIQ's prior written consent. LeakIQ may assign to any affiliate or in connection with a merger or acquisition.

14.6 Force majeure. Neither party shall be liable for failure or delay caused by circumstances beyond that party's reasonable control.

14.7 Notices. All notices shall be in writing and delivered by email with read receipt or recorded post. Notices are deemed received the next Business Day if by email, or 3 Business Days after posting.

14.8 Third parties. This Agreement does not confer rights on any third party under the Contracts (Rights of Third Parties) Act 1999.

14.9 Relationship. The parties are independent contractors. Nothing in this Agreement creates any partnership, joint venture, agency or employment relationship.

14.10 Governing law. This Agreement is governed by the laws of England and Wales. Each party submits to the exclusive jurisdiction of the courts of England and Wales.

Schedule 1: Data Processing Agreement

This Schedule forms part of the Master Subscription Agreement and sets out the terms on which LeakIQ processes Personal Data on behalf of the Client.

1. Scope and Purpose

1.1 LeakIQ processes Personal Data as a data processor on behalf of the Client (data controller) solely for the purpose of providing the Platform and associated services.

1.2 The subject matter, duration, nature and purpose of the processing, the type of Personal Data and the categories of data subjects are as follows:

Element	Detail
Subject matter	Revenue recovery and financial data analysis via the LeakIQ Platform
Duration	For the Term of the Master Subscription Agreement
Nature of processing	Collection, storage, analysis and display of financial transaction data read from connected systems
Purpose	To detect payment failures, billing errors, reconciliation gaps and revenue leakage for the Client
Types of Personal Data	Names, email addresses, account identifiers, payment references, transaction metadata relating to the Client's customers or counterparties
Categories of data subjects	The Client's customers, subscribers, debtors and employees whose data appears in connected financial systems

2. LeakIQ's Obligations

- Process Personal Data only on the Client's documented instructions;
- Ensure persons authorised to process Personal Data are subject to confidentiality obligations;
- Implement appropriate technical and organisational security measures (including AES-256-GCM encryption at rest and TLS 1.2 or higher in transit);
- Not engage sub-processors without the Client's prior written authorisation (general authorisation is granted for the sub-processors listed in clause 4 below);
- Assist the Client in responding to data subject rights requests;
- Notify the Client without undue delay (and in any event within 72 hours) of becoming aware of a Personal Data breach;

- Excepting only
- copies required by law
- At the Client's election on termination, delete or return all Personal Data within 30 days of the Client's written request, excepting only (i) copies required to be retained by law, (ii) copies held in routine backups, which age out of the backup retention window and remain subject to this Schedule until they do, and (iii) the audit log, which is a tamper-evident hash chain and is retained rather than deleted, because removing entries would destroy the integrity of the remaining records; where an individual exercises a right of erasure, the personal identifiers attached to their audit entries are pseudonymised;
- Provide all information reasonably necessary to demonstrate compliance and allow for audits on reasonable notice.

3. Data Transfers

3.1 Personal Data is stored at rest within the European Economic Area (Amazon Web Services, eu-central-1, Frankfurt).

3.2 Application compute runs within the EEA, pinned to the eu-central-1 (Frankfurt) region. Several supporting operations, including transactional email, LeakIQ's own billing, rate limiting and, where the Client enables it, AI-assisted drafting, are performed by sub-processors in the United States. Error and performance monitoring stores within the EEA, with US parent-company support access covered by the same safeguards. Where Personal Data is processed outside the UK or EEA, it is protected by appropriate safeguards, namely the Standard Contractual Clauses together with the UK International Data Transfer Addendum (or the relevant provider's Data Privacy Framework certification), as set out in each sub-processor's data processing terms. The current position is published at leakiq.io/legal/data-transfers.

4. Sub-Processors

4.1 The Client grants general written authorisation for LeakIQ to engage the following categories of sub-processor. The current sub-processors in each category, with their locations and the data each receives, are published at leakiq.io/legal/sub-processors. That page is a record of the current position, not a term of this Agreement: it may be updated as sub-processors change, and any such change is subject to the notice and objection rights in clause 4.2.

- Cloud infrastructure providers (currently Vercel Inc.) for application hosting, serverless compute and storage of workspace data exports;
- Database providers (currently Neon Inc.) for the PostgreSQL database holding workspace and customer data;
- Email delivery providers (currently Resend Inc.) for transactional email;
- Payment processors (currently Stripe, Inc.) for billing and subscription management;
- Rate limiting providers (currently Upstash, Inc.) for abuse protection on sign-in, password reset and detection;
- Error and performance monitoring providers (currently Functional Software, Inc., trading as Sentry) for diagnostics;

- AI providers (currently Anthropic PBC) for AI-assisted drafting in the issue assistant, which is off unless the Client enables it for a Workspace.

4.2 LeakIQ shall notify the Client of any intended changes to sub-processors at least 30 days in advance. The Client may object on reasonable grounds relating to data protection.

4.3 LeakIQ shall ensure all sub-processors are bound by data protection obligations equivalent to those in this Schedule.

Schedule 2: Service Level Agreement

1. Availability Commitment

1.1 LeakIQ targets 99.5% Platform availability measured on a monthly basis, excluding Scheduled Maintenance and circumstances outside LeakIQ's reasonable control.

1.2 "Availability" means the Platform is accessible and operational for its core functions (issue detection, recovery queue, evidence pack export). Availability excludes third-party connector APIs outside LeakIQ's control.

1.3 How availability is measured. LeakIQ does not yet operate an independent third-party uptime monitor. Availability is assessed from hosting-platform request records and LeakIQ's own incident log, and scheduled-job health is monitored continuously. Where the Client believes availability fell below the commitment in any month, LeakIQ will review those records with the Client rather than requiring the Client to evidence the shortfall. This clause will be replaced with a published, independently measured figure once such monitoring is in place.

2. Scheduled Maintenance

2.1 Scheduled maintenance will be communicated at least 48 hours in advance and will, where reasonably practicable, be performed outside Business Hours (09:00 to 18:00 UK time, Monday to Friday, excluding English public holidays).

3. Incident Classification

Priority	Definition	Initial Response	Target Resolution
P1, Critical	Platform completely inaccessible or data loss occurring	4 Business Hours	8 Business Hours
P2, High	Core feature unavailable, no workaround	1 Business Day	2 Business Days
P3, Medium	Non-critical feature impaired, workaround available	2 Business Days	5 Business Days
P4, Low	Minor issue or enhancement request	5 Business Days	Next release

4. Service Credits

4.1 If monthly availability falls below the commitment in clause 1.1:

- Below 99.5% but at or above 99.0%: 5% of the monthly Fee for the affected Workspace;
- Below 99.0% but at or above 95.0%: 10% of the monthly Fee for the affected Workspace;
- Below 95.0%: 25% of the monthly Fee for the affected Workspace.

4.2 Service credits must be claimed within 30 days of the end of the affected month by emailing support@leakiq.io. Credits are applied to the following invoice and are not redeemable for cash.

4.3 Service credits are the Client's sole and exclusive remedy for Platform unavailability.

5. Support Contact

Technical support: support@leakiq.io, available on Business Days 09:00-18:00 UK time. P1 incidents may be escalated to the same address and will be triaged outside Business Hours on a best-efforts basis.