

# Subcontext<sup>•</sup>

## Order Form

ORDER REF [SC-OF-YYYY-000]

DATE [date sent]

TEMPLATE v1, October 2026

This Order Form is entered into under the Subcontext Terms of Service at [subcontext.com/terms](https://subcontext.com/terms) (the "Terms"). Words with capital letters have the meanings given in the Terms. Section numbers below refer to the Terms unless stated otherwise.

**DRAFTING NOTE (delete before sending)**

Fill in every shaded field, tick one box in each choice, and delete every drafting note before sending. Keep the commercial details in Sections 1 to 6. Put any change to the Terms themselves in Section 7, and name the clause it changes: under Section 23.1 of the Terms, a change that does not name its clause has no effect.

### 1 PARTIES

|                                                           |                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Subcontext</b>                                         | Subcontext Ltd, registered in England and Wales, company no. 17019645, 124 City Road, London, EC1V 2NX. Contact: <a href="mailto:hello@subcontext.com">hello@subcontext.com</a>                                                                             |
| <b>Customer</b>                                           | [legal entity name]                                                                                                                                                                                                                                         |
| <b>Company number</b>                                     | [company no.]                                                                                                                                                                                                                                               |
| <b>Registered office</b>                                  | [address]                                                                                                                                                                                                                                                   |
| <b>VAT number</b>                                         | [VAT no., or "not registered"]                                                                                                                                                                                                                              |
| <b>Contract contact</b><br>For notices under Section 23.5 | [name, role, email]                                                                                                                                                                                                                                         |
| <b>Billing contact</b><br>Invoices are sent here          | [name, email]<br>[purchase order no., if required on invoices]                                                                                                                                                                                              |
| <b>Regulatory status</b><br>Section 5.2 and Schedule 1    | <input type="checkbox"/> Customer is authorised or regulated by the [FCA / PRA / other], firm reference number [FRN].<br>Schedule 1 (Regulated Customers) applies.<br><input type="checkbox"/> Customer is not regulated by a financial services regulator. |

### 2 SUBSCRIPTION

|                                                                   |                                       |
|-------------------------------------------------------------------|---------------------------------------|
| <b>Plan</b>                                                       | [Plan name, e.g. Enterprise]          |
| <b>Organisation(s)</b><br>The workspaces this Subscription covers | [Organisation name(s) in the Service] |

---

|                   |                                                                                   |
|-------------------|-----------------------------------------------------------------------------------|
| <b>Start Date</b> | [date], or if later, the date Subcontext activates the Plan for the Organisation. |
|-------------------|-----------------------------------------------------------------------------------|

---

|                                    |                                                    |
|------------------------------------|----------------------------------------------------|
| <b>Fixed Term</b><br>Section 12.21 | [12] months from the Start Date, ending on [date]. |
|------------------------------------|----------------------------------------------------|

---

|                                    |                                                                                                                                                                                                                                                                                                                                   |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Renewal</b><br>Section 12.21(e) | <input type="checkbox"/> No automatic renewal. The Subscription ends at the end of the Fixed Term unless the parties agree a renewal in writing.<br><br><input type="checkbox"/> Renews for successive periods of [12] months, unless either party gives at least [60] days' written notice before the end of the current period. |
|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

---

**DRAFTING NOTE (delete before sending)**

Renewal is not automated: when a term renews, an admin must move the deal's term end date forward, or the platform ends the Subscription on the old date. Prefer "No automatic renewal" unless the customer asks for it.

### 3 FEES

---

All amounts are in pounds sterling and exclude VAT (Section 12.1).

|                         |                                         |
|-------------------------|-----------------------------------------|
| <b>Subscription fee</b> | £[amount] per month for the Fixed Term. |
|-------------------------|-----------------------------------------|

---

|                                         |                                                                          |
|-----------------------------------------|--------------------------------------------------------------------------|
| <b>Included Credit</b><br>Section 12.16 | £[amount] per month, which resets each month and does not carry forward. |
|-----------------------------------------|--------------------------------------------------------------------------|

---

|                 |                                                                                                                                                                                                                    |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>AI usage</b> | <input type="checkbox"/> Charged at Subcontext's rate card beyond the Included Credit (Sections 12.2 and 12.3).<br><input type="checkbox"/> Included in the subscription fee, subject to fair use (Section 12.13). |
|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

---

|                                                                    |                                                                                                                                                                                                                    |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Messaging and calls</b><br>SMS, WhatsApp, voice, email, numbers | <input type="checkbox"/> Charged at Subcontext's rate card beyond the Included Credit (Sections 12.2 and 12.3).<br><input type="checkbox"/> Included in the subscription fee, subject to fair use (Section 12.13). |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

---

|                                                |                                                                                 |
|------------------------------------------------|---------------------------------------------------------------------------------|
| <b>Platform fee on premiums</b><br>Section 8.4 | [%] of each premium collected through a connected account, or [not applicable]. |
|------------------------------------------------|---------------------------------------------------------------------------------|

---

|                     |                                                                  |
|---------------------|------------------------------------------------------------------|
| <b>One-off fees</b> | [e.g. onboarding £amount, invoiced on the Start Date, or "none"] |
|---------------------|------------------------------------------------------------------|

---

## 4 INVOICING AND PAYMENT

---

### Payment method

- ☐ By invoice, monthly in arrears, as described in Section 12.14.
- ☐ By card, monthly in advance through the Service.

### Billing months

- ☐ Run from the Start Date (for example the 14th to the 14th).
- ☐ Run by calendar month. The days from the Start Date to the end of that month are free, and the first invoice covers the first full calendar month.

### Payment terms

[30] days from the end of the month invoiced (Section 12.14).

## 5 SUPPORT AND SERVICE LEVELS

---

### Support

Section 13.2

- ☐ As described in Section 13.2 and at [subcontext.com/trust/service-levels-support](https://subcontext.com/trust/service-levels-support). Response times are targets.
- ☐ The service levels in Section 7 apply as guaranteed service levels, with the service credits set out there.

### Named contacts

Subcontext: [\[account contact\]](#)

Customer: [\[operational contact\]](#)

## 6 AGREEMENT DOCUMENTS

---

This Order Form forms part of the Agreement with the Terms of Service ([subcontext.com/terms](https://subcontext.com/terms)), the Acceptable Use Policy ([subcontext.com/aup](https://subcontext.com/aup)), the Data Processing Agreement ([subcontext.com/dpa](https://subcontext.com/dpa)) and, where Section 1 says Customer is regulated, Schedule 1 to the Terms. Each applies in the version published at the date this Order Form is signed, and later versions apply as Section 21 of the Terms describes. Where these documents conflict, the order of precedence in Section 23.1 applies.

## 7 CHANGES TO THE TERMS

---

The following provisions are changed for this Agreement only. Each change names the provision it changes, as Section 23.1 requires. Everything not changed here applies as written.

| NO. | PROVISION                 | CHANGE                                           |
|-----|---------------------------|--------------------------------------------------|
| 7.1 | <a href="#">[Section]</a> | <a href="#">[the change, in full]</a>            |
| 7.2 | <a href="#">[Section]</a> | <a href="#">[the change, in full]</a>            |
| 7.3 | <a href="#">[Section]</a> | <a href="#">[the change, in full, or "None"]</a> |

**DRAFTING NOTE: EXAMPLES (delete before sending)**

Write each change so that it still makes sense when read on its own. Changes to liability (Section 16), the DPA, security (Section 10) or Schedule 1 need sign-off from the founder before sending. Anything that changes how the platform behaves, such as a guaranteed service level, needs checking with engineering first.

| PROVISION        | EXAMPLE WORDING                                                                                                                                                                                                                             |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section 16.3(b)  | "Section 16.3(b) is replaced with: £100,000."                                                                                                                                                                                               |
| Section 12.21(b) | "Despite Section 12.21(b), Customer may end the Subscription for convenience by giving 90 days' written notice at any time after the first 6 months of the Fixed Term. Section 12.21(a) applies only to Fees up to the end of that notice." |
| Section 13.2     | "Section 13.2 is amended so that Subcontext will give a first response within 4 business hours to 95% of priority 1 tickets in each month, and will credit 5% of that month's subscription fee if it does not."                             |
| Section 23.3     | "Despite Section 23.3, Subcontext may name Customer as a customer on its website."                                                                                                                                                          |

## 8 SIGNATURES

Signed by the authorised representatives of each party. This Order Form may be signed electronically and in counterparts. It takes effect when both parties have signed it.

**For Subcontext Ltd**

---

**SIGNATURE**

---

**NAME**

---

**TITLE**

---

**DATE****For [Customer]**

---

**SIGNATURE**

---

**NAME**

---

**TITLE**

---

**DATE****DRAFTING NOTE: SETTING UP THE SIGNED DEAL (delete before sending)**

Once both parties have signed, enter the deal in Admin, Orgs, the Customer's Organisation, Assign plan. Each field on the form maps to a setting below. Then activate the plan, keep the signed PDF with the Organisation's notes, and put any Section 7 changes in the deal notes so support can see them.

| ON THIS FORM     | IN ADMIN                                                      |
|------------------|---------------------------------------------------------------|
| Plan             | Plan (assign the private Enterprise plan to the Organisation) |
| Subscription fee | Monthly cost. £0 makes the plan free (comped).                |
| Included Credit  | Included credit (monthly). Blank uses the plan's default.     |

|                               |                                                                                                                       |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| Fixed Term end date           | Term ends on (YYYY-MM-DD). The platform ends the Subscription after this date.                                        |
| Payment method                | Payment method: invoice or credit card                                                                                |
| Payment terms                 | Payment terms (days). Default 30.                                                                                     |
| Billing months                | Billing cycle: activation day or calendar month                                                                       |
| AI usage, Messaging and calls | The Organisation's AI billing mode and channel billing mode: rebill, or all included                                  |
| Platform fee on premiums      | The admin-only Organisation setting platform_fee_bps (100 = 1%). A product can override it.                           |
| Regulatory status             | Record the declaration under Section 5.2. Until the Service has a setting for it, keep the signed form as the record. |
|                               |                                                                                                                       |