General Terms & Conditions

These general terms & conditions ("**GTC**") are a part of the service agreement and its appendices, including the data processing agreement, (the "**Agreement**") between the relevant Saga entity stated on the Agreement (the "**Supplier**") and the relevant customer as set out in the Agreement (the "**Customer**"), and govern the provision of the services, software platform (the "**Platform**"), modules, documentation and deliverables (collectively the "**Deliverables**") provided or made available by the Supplier to the Customer.

1 ONBOARDING AND DELIVERY

1.1 Onboarding, technical implementation, etc

1.1.1 Unless a specific implementation plan has been agreed upon, Supplier will determine the implementation activities and timing depending on the availability of resources once the Customer has provided access and information to Supplier.

1.1.2 Supplier will notify the Customer when the implementation is completed. If the Customer has not rejected the Deliverables within five (5) days, the delivery shall be deemed accepted by the Customer.

1.1.3 Standard online onboarding sessions and e-learning libraries made available to the Customer are included in the service fee. Any training beyond standard onboarding sessions or e-learning libraries made available as a part of the Deliverables is subject to Supplier's then-current rates.

1.2 Accounts and User credentials

1.2.1 The accounts are linked to natural persons at the Customer ("**Users**") with individual credentials and login details. The user credentials may not be shared with other individuals other than the designated User. Supplier shall have no liability for unauthorized access resulting from Customer's or User's failure to maintain secure account credentials.

1.2.2 The Customer shall appoint a representative who shall be responsible for the management of the accounts and to add, remove, suspend, and otherwise manage the Users' accounts via one or more administration accounts with special privileges.

2 DELIVERABLES, ADDITIONAL WORK, AVAILABILITY, SUPPORT, AND MAINTENANCE

2.1 Overview of Deliverables, additional work, and customisations

2.1.1 The Deliverables will be made available either as a shared or private cloud application, as agreed by the parties, and will be provided as software as a service. The application will conform to the descriptions provided by Supplier.

2.1.2 Customer acknowledges that the Deliverables include AI models, AI systems, and other new technologies, and that there will be changes and modifications to the characteristics, functionality, and technical specifications.

2.1.3 Supplier may, from time to time, develop new functionalities, tools, products, and services which may be rolled out and made available in the Deliverables (with or without prior notification or announcement). The Customer acknowledges that any adjustments, changes, improvements, updates, upgrades, new releases, and modifications may affect the current Deliverables

and may have different characteristics than the Deliverables initially made available to the Customer.

2.1.4 Supplier will use commercially reasonable efforts to notify the Customer in advance of any material change to the Deliverables that Supplier reasonably anticipates may materially affect core functionality used by the Customer. In the event of material degradation in the output, functionality, or performance of the Deliverables, Customer shall be entitled (as the sole remedy) to terminate the Agreement with immediate effect and without liability.

2.1.5 Supplier shall not charge additional fees for updates, enhancements, or model changes that (i) replace, maintain, or improve the existing Deliverables, or (ii) are required due to regulatory, technical, or security developments. Critical updates necessary to maintain the availability, performance, compatibility, or security of the Platform or the Deliverables shall be implemented by Supplier without undue delay and at no additional cost to the Customer.

2.1.6 Supplier may provide Deliverables in a fixed trial period or include functions, components, or other separate elements described as beta versions, test versions, trial versions, free versions, preview versions, early-access versions, or any other description that indicates that it is not a regular version ("**Trial Features**"). Such Trial Features are provided on an "as-is" and "as-available" basis without any warranty or liability and may contain errors, defects or incomplete functionality, may not operate as intended, and may be subject to interruptions, reduced performance or material changes. To the fullest extent permitted by law, Supplier makes no warranties regarding the availability, reliability, completeness, accuracy, functionality or performance of Trial Features. Supplier may at any time, in its sole discretion and with or without notice, modify, limit, suspend or discontinue any Trial Feature and shall have no obligation to maintain, support, continue or make generally available any Trial Feature. For the avoidance of doubt, Supplier's obligations relating to confidentiality, Customer Content, information security and personal data continue to apply to Trial Features in accordance with this Agreement.

2.1.7 Any agreed customisations and other additional work requested by Customer will be charged based on a time-and-materials basis at Supplier's then-current hourly rates, unless otherwise agreed. Supplier will make the relevant resources reasonably required to perform such work available in accordance with the agreed fees, specifications, scope, and timing.

2.1.8 If Supplier performs work on Customer's premises or other premises designated by Customer, the expenses related to travel, living expenses, and other per diem costs incurred will be invoiced and payable by Customer. Supplier will specify travel and per diem expenses separately on invoices.

2.1.9 In the event the Supplier has agreed to deliver a specific result or specified functionality, the work shall be deemed completed when the Deliverables achieve the agreed results and specifications. If no specific result has been agreed upon, the work shall be deemed completed when the agreed-upon limits (scope, time, or cost) are reached.

2.2 Maintenance and updates

2.2.1 Updates and new versions of the Deliverables may be made available by Supplier from time to time as reasonably determined by Supplier, taking into account operational, security, technical and regulatory requirements. Supplier will use commercially reasonable efforts to provide advance notice of scheduled maintenance that Supplier reasonably expects to materially and

adversely affect the availability of the Deliverables (unless time is of the essence).

2.2.2 Supplier has the right to (temporarily) deactivate or limit the use of the Deliverables to the extent this is reasonably necessary for the maintenance, updating, or modification of the system. Supplier will seek to give advance notice about scheduled maintenance, but may deactivate the Deliverables without notice if necessary. The Customer shall be entitled to a proportionate reduction of subscription fees in the event of a deactivation lasting more than one business day.

2.3 Support and availability

2.3.1 Supplier shall use commercially reasonable efforts to maintain the best possible availability of the Deliverables (subject to scheduled maintenance and repair) and will provide technical support if the Deliverables are unavailable or otherwise do not conform to the specifications. Supplier targets an availability level of 99% on a monthly basis under normal operating conditions (excluding scheduled maintenance or repair, urgent or emergency repairs, fixes or patches, minor or transient interruptions, issues caused by Customer (systems), third-party service dependencies or failures (including hosting, infrastructure, API, LLM or integration providers), network or internet provider problems, beta or trial features, and force majeure). Supplier will use commercially reasonable efforts to investigate material or recurring availability issues. The non-binding availability target does not constitute a warranty or service level commitment and does not give rise to service credits, refunds or other compensation unless expressly agreed otherwise in writing.

2.3.2 Errors and incidents must be reported in accordance with the routines described by Supplier.

2.3.3 Supplier will use reasonable efforts to commence the support and prepare a response as soon as possible after a support request has been filed.

2.3.4 Reported issues may have different priorities depending on what the inquiry concerns. Reported issues concerning critical downtime will, therefore, have a higher priority than ordinary questions and support needs.

2.3.5 The subscription fees do not include support or technical assistance at the Customer's premises, courses, consultancy services, or related travel expenses, and such support will be explicitly agreed upon between the parties and charged at the standard hourly rates and travel and other reasonable out-of-pocket expenses.

3 USE OF THE SERVICE AND CUSTOMER CONTENT

3.1 Customer Content

3.1.1 The Users typically provide text queries or other data, documents, and other content (including prompts created by the Customer) ("**Input**") to the Deliverables and receive a result generated and returned by the Deliverables ("**Output**"). The Supplier does not assume any responsibility for the Output generated, processed or otherwise made available on or through the Deliverables.

3.1.2 Users' Output and all parts of Users' Input not provided by Supplier are deemed "**Customer Content**".

3.1.3 Supplier shall not use Customer Content for any purpose other than to provide the Deliverables to and for the benefit of the Customer. Supplier may use data

that is not Customer Content to detect, prevent, and investigate security incidents, fraud, or misuse, or for internal purposes (e.g., analytics).

3.1.4 The Customer shall own Customer Content provided or made available to Supplier and any Output explicitly generated for the Customer. Customer's ownership of Customer Content does not (i) include or imply any rights in or to the Deliverables, AI models, system data, templates, workflows, logic, or other underlying technology, all of which remain the exclusive property of the Supplier (or its licensors).

3.1.5 Supplier is not obligated to store Customer Content beyond what is strictly necessary for providing the Deliverables and will delete Customer Content after termination or in accordance with any retention policies.

3.1.6 For the purposes of this Agreement, Input and Output may include data, content, instructions, requests, responses and other information submitted, retrieved, generated, transmitted or otherwise processed through MCP integrations or other authorised programmatic interfaces. Such information shall constitute Customer Content to the extent it falls within the definition of Customer Content under Clause 3.1.2, irrespective of whether it is submitted or received directly by a User or through an authorised external system or AI agent.

3.2 Feedback

3.2.1 Customer and its Users may from time to time provide suggestions, ideas, comments, proposals, feature requests or other recommendations relating to the Deliverables ("**Feedback**"). Supplier may freely use, reproduce, adapt, incorporate, develop and otherwise exploit Feedback for the development, maintenance, improvement and provision of its products and services, without restriction, obligation to implement, or obligation to provide any compensation to Customer or any User.

3.2.2 For the avoidance of doubt, Feedback does not include Customer Content or Product Improvement Data as such. No intellectual property rights in Customer Content shall vest in Supplier merely as a result of Customer or a User providing Feedback.

3.2.3 Supplier may use Feedback in a manner that does not identify, or reasonably enable the identification of, Customer or its Users as the provider of the Feedback, unless Customer has agreed otherwise.

3.3 Product Improvement Data

3.3.1 Supplier may invite Customer or its Users to voluntarily provide or designate certain Input, prompts, instructions, workflows, process descriptions, examples, configurations or other materials for the purpose of evaluating, developing, testing, maintaining or improving the Deliverables or Supplier's other products and services ("**Product Improvement Data**").

3.3.2 Supplier may use, reproduce, analyse, adapt, derive information from and otherwise process Product Improvement Data for its internal research, development, maintenance,, analytics, testing, quality assurance and product and service improvement purposes.

3.3.3 Customer and Users must not provide or designate as Product Improvement Data any information that is confidential, subject to attorney–client privilege, legal professional privilege, professional secrecy or similar confidentiality obligations, or any personal data or third-party information that Customer or the relevant User is not authorised to provide for such purposes.

3.3.4 Customer Content shall not be treated as Product Improvement Data unless Customer or the relevant User has affirmatively elected to provide or designate it for such purposes.

3.4 Usage Data

3.4.1 "**Usage Data**" means technical, operational, analytical and statistical information relating to the access to, interaction with, use, operation and performance of the Deliverables, including access frequency, session duration, feature and functionality usage, navigation patterns, usage volumes, system performance data and aggregated or anonymised descriptions of the types of tasks performed through the Deliverables, provided that the substance of Customer Content and the identity of Customer or any individual User cannot reasonably be determined or re-identified from such information. Usage Data does not include Customer Content.

3.4.2 Supplier may collect and use Usage Data for the purposes of operating, maintaining, supporting, securing, analysing, developing and improving the Deliverables and Supplier's products and services. Supplier may share Usage Data with its affiliates, subcontractors and service providers in accordance with this Agreement and may otherwise disclose Usage Data only in aggregated or anonymised form such that Customer and its Users cannot reasonably be identified.

3.5 Usage restrictions

3.5.1 Supplier shall not use Customer Content, Customer's Confidential Information or Product Improvement Data to train or fine-tune any AI models, and shall not permit any third-party provider, Underlying AI Provider or other subcontractor to do so. For the avoidance of doubt, Supplier may use Product Improvement Data for the internal purposes expressly permitted under this Agreement, including evaluating, testing, developing, maintaining and improving the Deliverables and Supplier's products and services, provided that such use does not involve training or fine-tuning the underlying general-purpose AI models of third-party AI providers, unless Customer has expressly agreed otherwise in writing.

3.5.2 Supplier has the right to limit or suspend access to the Deliverables or to remove or restrict access to Input or Output in the following circumstances:

a) If the Customer disproportionately exceeds usage limits that overload Supplier's system components or otherwise impair the use of Supplier's systems,

b) (alleged or threatening) material breach of this Agreement by Customer, or

c) if Supplier has justified grounds to believe that continued use may threaten the integrity and security of Supplier's systems, or otherwise impair or adversely affect Supplier's systems, including but not limited to risk of unauthorized use, (D)DOS attacks, or other security threats.

3.5.3 If Customer's usage disproportionately exceeds usage limits or causes system performance issues or materially increased costs for Supplier, Supplier may request Customer to reduce or adjust such usage, may temporarily restrict or throttle excessive usage, or may propose a corresponding fee adjustment. Supplier will notify Customer before taking such measures where reasonably practicable.

3.5.4 Customer shall not, and shall ensure that its Users do not:

(a) use any automated, programmatic, scraping, crawling, extraction or similar method to access, copy, retrieve or extract data, content or Output from the

Deliverables, except through functionality, APIs, MCP interfaces or other programmatic access mechanisms expressly made available or authorised by Supplier for such purpose;

(b) use the Deliverables, any Output, or access to the Deliverables to develop, train, improve, benchmark or provide any product, service, model or technology that competes with or is materially similar to the Deliverables, except with Supplier's prior written consent;

(c) use the Deliverables to derive, reconstruct, discover or attempt to discover any underlying source code, model architecture, algorithms, system prompts, model parameters, weights, datasets, technical design or other proprietary elements of the Deliverables; or

(d) circumvent or attempt to circumvent any technical restrictions, usage limits, security measures, access controls or other protections implemented by Supplier.

Nothing in this Clause shall restrict Customer from using Output for its ordinary internal business purposes in accordance with the Agreement.

3.5.5 Customer shall not use MCP integrations or other programmatic interfaces to circumvent access controls, usage restrictions, security measures or other technical limitations of the Deliverables, or to access, retrieve, modify or disclose information beyond the permissions granted to Customer or its authorised Users. Supplier may restrict, suspend or disable such integrations in accordance with Clause 3.5.2 where reasonably necessary to protect the security, integrity or availability of the Deliverables.

4 CUSTOMER RESPONSIBILITIES

4.1 The Customer is responsible for providing the necessary information Supplier needs for the onboarding, implementation, and delivery of the Deliverables.

4.2 The Customer is responsible for appointing representatives for the Customer and ensuring that the representatives have the required authorizations to manage the user accounts and are available to support and assist Supplier.

4.3 The Customer is responsible for the suitability, quality, accuracy, and legality of all Input and Customer Content, including that the use does not infringe third parties' copyrights or other intellectual property rights (Supplier does not have any responsibility in this respect).

4.4 The Customer is responsible for the Users not infringing, violating, or misappropriating others' natural person's legal (privacy) rights and not using the Deliverables for any unlawful, invasive, infringing, defamatory, or fraudulent purposes.

4.5 The Customer is solely responsible for determining whether and how the Deliverables (including Customer Content) may be used in regulated or professional legal workflows, and for ensuring compliance with all applicable professional, ethical, and regulatory obligations. Supplier does not assess, classify, or determine the risk, regulatory status, or permissibility of the Customer's use of the Deliverables.

4.6 Where Supplier makes available functionality enabling Customer to connect, access or interact with the Deliverables through the Model Context Protocol ("MCP") or similar integration technologies ("**MCP Integrations**"), Customer shall be responsible for the selection, configuration, authorisation, management and

use of any external AI systems, agents, applications, tools or services connected to the Deliverables through such MCP Integrations.

4.7 Customer shall ensure that its use of MCP Integrations, including any data, instructions, requests, responses or actions transmitted, received or executed through such integrations, complies with applicable laws and regulations, contractual obligations, professional duties and third-party rights. Customer shall be responsible for obtaining all necessary rights, permissions and authorisations for such use.

4.8 Customer acknowledges that MCP Integrations may enable external AI systems or agents to retrieve, generate, transmit, modify or delete information, or initiate actions within the Deliverables. Customer shall be responsible for determining the permissions and level of autonomy granted to such systems or agents, implementing appropriate oversight and controls, and reviewing and validating their outputs and actions where appropriate. Customer shall be responsible for the consequences of actions initiated through MCP Integrations within the scope of the permissions and authorisations granted by Customer, except to the extent attributable to Supplier's breach of this Agreement.

4.9 Customer acknowledges that external MCP servers, AI systems, agents, applications and other third-party services selected or connected by Customer are not operated or controlled by Supplier. Unless expressly agreed otherwise, Supplier does not endorse or warrant the availability, security, accuracy, reliability, functionality or legal compliance of such third-party services and shall not be responsible for their acts, omissions or performance, except to the extent attributable to Supplier's breach of this Agreement or otherwise required by applicable law.

5 INTELLECTUAL PROPERTY RIGHTS AND LICENSING

5.1 IPR and license

5.1.1 All intellectual or industrial property rights, such as copyrights, patents, database rights, confidential know-how, trade secrets, names, and similar rights ("**IPR**") in and to all Deliverables developed by Supplier are held exclusively by Supplier (or its licensors).

5.1.2 The Customer acquires a limited, non-transferable, non-assignable, non-exclusive right, which cannot be sublicensed, to use the Deliverables, and no IPR shall be deemed transferred to Customer.

5.1.3 The Customer acknowledges that Supplier undertakes no responsibility or liability for the suitability, correctness, or quality of any information from any websites, databases, repositories, or other similar third-party content that is used or accessible in connection with the Deliverables, and that applicable third-party terms and conditions may govern such material.

5.1.4 The Customer (or its licensors) retains all rights, title and interest, including all intellectual property rights, in and to the Customer Content. Customer grants Supplier a non-exclusive, worldwide, royalty-free right to use, reproduce and process Customer Content to the extent necessary to provide the Deliverables and, solely with respect to Product Improvement Data voluntarily provided or designated in accordance with this Agreement, to use, reproduce, analyse, adapt, derive information from and otherwise process such Product Improvement Data for the purposes expressly permitted under this Agreement.

5.1.5 The Customer is not permitted to remove or alter any designation of IPR included in the Deliverables. Except for Customer Content and any Output to the

extent expressly owned by Customer under this Agreement, Supplier does not assign or transfer any rights in its models, model parameters, system data or other proprietary materials, all of which remain the exclusive property of Supplier or its licensors.

5.1.6 Customer shall not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, model architecture, or underlying algorithms of or used in the Deliverables.

5.2 Feature requests and Supplier improvements

5.3 Customer may from time to time request changes, modifications, configurations, enhancements or new features relating to the Deliverables. Supplier may, in its sole discretion, determine whether and on what terms any such request will be implemented, including the applicable scope, timing, fees and any additional terms.

5.3.1 A request by Customer does not create any obligation on Supplier to implement the relevant change or feature or grant Customer any intellectual property rights in any resulting modification, enhancement, functionality or development.

5.3.2 Supplier retains all rights, title and interest in and to the Deliverables and any modifications, enhancements, developments, features, functionality, methods, processes, know-how, concepts, techniques or other improvements developed by or on behalf of Supplier, whether developed on Supplier's own initiative or at Customer's request, direction or instruction, including where developed pursuant to an agreed statement of work, customisation request or against additional payment, including where developed as a result of or with the benefit of Product Improvement Data, Feedback, feature requests or other information lawfully provided by Customer or its Users ("**Supplier Improvements**"). For the avoidance of doubt, payment by Customer for any customisation, development, feature or other additional work does not result in any transfer of IPR to Customer unless expressly agreed otherwise in writing.

5.3.3 Supplier Improvements shall not include Customer Content or Product Improvement Data as such, and nothing in this Clause transfers ownership of Customer Content or any intellectual property rights independently owned by Customer.

5.3.4 To the extent that any rights in a Supplier Improvement would otherwise vest in Customer or a User solely as a result of their contribution of Feedback, Product Improvement Data or participation in the development or testing of such Supplier Improvement, Customer hereby assigns, and shall procure the assignment of, such rights to Supplier to the extent permitted by applicable law.

5.4 Residual knowhow and experience

5.4.1 Supplier may freely use, without any obligation to compensate Customer, any general knowledge, know-how, experience, skills, ideas, concepts, techniques and expertise developed or acquired by Supplier in the course of performing the Agreement, including for the development, improvement and provision of Supplier's products and services and in providing products or services to other customers.

5.4.2 This right does not grant Supplier any ownership of Customer Content, Product Improvement Data as such, Customer's Confidential Information, or any intellectual property rights independently owned by Customer, and does not permit Supplier to disclose or use such information except as expressly permitted under this Agreement.

5.5 Any generalised or non-customer-specific developments, improvements, methods, techniques, functionality or know-how created by or on behalf of Supplier as a result of such knowledge, experience, Feedback or Product Improvement Data shall form part of Supplier's intellectual property and may be freely used by Supplier in its business.

6 AI GOVERNANCE

6.1 All outputs do not constitute legal, tax, financial, medical, professional, or other regulatory advice, and must not be relied upon as such. Supplier does not provide legal or tax services, legal representation, or any activity regulated as the practice of law.

6.2 The Customer remains solely responsible for applying human judgment, maintaining appropriate oversight and controls, and reviewing, validating, and approving all Output before any use or reliance. Output may be inaccurate, incomplete, inconsistent, outdated, biased, or otherwise unreliable, and the same Input may produce different Output. Supplier does not warrant the accuracy, completeness, reliability, uniqueness, determinism, suitability, or fitness of any Output, and assumes no responsibility for decisions or actions based on any Output and has no obligation to monitor or audit Customer's use. The Deliverables are not intended for use in automated decision-making without human oversight.

6.3 The Customer further acknowledges that, due to the nature of artificial intelligence and machine learning systems, Output may not be unique, and the Deliverables may generate the same or similar Output for Supplier, other customers or third parties. Similar or identical Input may result in similar or identical Output, and Customer shall have no exclusive rights in any Output merely by reason of such Output having been generated for Customer.

6.4 The Customer acknowledges that the AI functionalities within the Deliverables are powered by third-party large language models ("**Underlying AI Providers**"). Supplier develops and integrates its proprietary applications based on such large language models ("**LLMs**"), but does not design, train, or control their core architecture, training data, or behavior. Supplier complies with its own legal obligations as an AI integrator but is not responsible or liable for the acts, omissions, updates, behaviors, or outputs of any Underlying AI Provider, training-data sources, or other third-party technology providers. Supplier does not assess, determine, or guarantee the regulatory status, risk category, compliance obligations, explainability, interpretability, traceability, reproducibility, or transparency of any third-party AI models or of the Customer's use of the Deliverables.

6.5 Supplier will use only Underlying AI Providers that publicly commit to compliance with applicable law, including the EU AI Act and any associated Codes of Practice. Responsibility for ensuring the LLMs' conformity with the EU AI Act — including requirements relating to training data, risk management, bias mitigation, and technical documentation — rests solely with the Underlying AI Provider. Supplier remains responsible only for compliance of its own application layer and workflows built on top of the LLMs. Where the EU AI Act or other applicable laws impose obligations on the Customer as a deployer, Supplier shall, upon written request, provide reasonable assistance by making available relevant technical documentation or compliance information received from the Underlying AI Provider. Supplier shall not configure the Deliverables for any

purpose constituting a "prohibited AI practice", and Customer shall not use the Deliverables for any such purpose.

6.6 Where Customer uses external AI systems or agents to interact with the Deliverables through MCP Integrations, Customer shall be responsible for determining whether such use is appropriate for its intended purposes and for implementing appropriate human oversight, validation procedures and safeguards. Customer acknowledges that such systems or agents may produce inaccurate or unintended outputs or initiate unintended actions. Supplier does not warrant the accuracy, reliability or suitability of outputs or actions generated or initiated by external AI systems or agents selected or controlled by Customer.

7 PRICES AND PAYMENT

7.1 The Customer shall pay the fees for the Deliverables according to the current standard price list or subscription plans, unless specifically agreed. Subscription plans will be invoiced in advance.

7.2 Invoices shall be paid in the currency stated on the invoice within fourteen (14) days from the invoice date.

7.3 Supplier may adjust the fees as follows:
a) Annual Indexation: Supplier may apply an annual indexation increase to the fees, up to the applicable consumer price index (CPI), once per twelve (12) months with at least thirty (30) days' prior written notice.
b) Adjustments at renewal: Any other adjustments to the fees shall only take effect upon renewal of the applicable subscription term. Supplier will notify the Customer of such adjustments as follows: (i) for subscription terms of twelve (12) months or longer, at least ninety (90) days before the start of the next Renewal Term; (ii) for subscription terms of less than 12 months, at least sixty (60) days before the start of the next Renewal Term.

7.4 The Customer will inform Supplier as soon as possible if it believes that an invoice is incorrect.

7.5 All fees and prices cited by Supplier are denominated in the currency where the relevant Supplier is established and exclude value-added tax and other government taxes or fees. Customer shall pay any value-added tax or other government taxes or fees. Customer shall furnish Supplier with the information Supplier needs to include the correct tax amount on the invoices.

7.6 The Customer acknowledges that subscriptions are contracted for the full duration of the applicable Initial Term or a Renewal Term. The Customer may not reduce the scope, number of users, features, modules, or volume commitments during such term. Additional subscriptions or upgrades will be invoiced pro rata for the remainder of the then-current term, but no refunds or credits will be provided for reductions or downgrades.

7.7 In the event of late payment, Supplier reserves the right to claim statutory interest, statutory collection fees, reasonable legal expenses and to suspend the Deliverables.

7.8 Customer acknowledges that its purchase of, and payment for, the Deliverables is not contingent upon the delivery of any future functionality, feature, product, integration or other development, and is not dependent upon any oral or written statement regarding future functionality or features, except to the extent expressly agreed as a binding obligation in the Agreement. For the avoidance of doubt, any roadmap, forecast, demonstration, presentation, feature request, development plan or other indication regarding possible future functionality is

provided for information purposes only and does not create any obligation on Supplier unless expressly agreed otherwise in writing.

8 CONFIDENTIALITY

8.1 Supplier and Customer shall treat any information designated as confidential or that, under the circumstances, should be treated as confidential. Confidential information shall not be disclosed to any third party without consent from the other party. Customer Content shall be treated as confidential by Supplier.

8.2 The duty of confidentiality does not include information that a party can prove by documentary evidence is (i) public or becomes public other than through disclosure of the confidential information by a receiving party under this Agreement, or (ii) obtained or received lawfully without any confidentiality obligation and shall not prevent disclosure pursuant to laws or regulations. The other party shall be notified prior to disclosure required by public authorities to the extent permitted.

8.3 Confidential information may be shared on a strictly need-to-know basis with employees, affiliated group companies, subcontractors, and partners engaged to provide the Deliverables, and the parties shall ensure that they treat the information confidentially.

8.4 The duty of confidentiality lapses five (5) years after the termination of the Agreement, except for Customer Content, unless stipulated otherwise by laws or regulations.

8.5 This provision shall not prevent the Parties from utilizing the experience and expertise developed in connection with the implementation of the Agreement.

8.6 The Parties acknowledge that Customer Content may include information protected by attorney–client privilege, legal professional privilege, professional secrecy, or similar confidentiality obligations under applicable law and/or professional rules. Supplier shall (i) treat all Customer Content accordingly, (ii) configure the LLMs to disable features that would permit human access to Customer Content by Underlying AI Providers, (iii) implement and maintain appropriate technical and organisational measures to protect Customer Content against unauthorised access, disclosure, or use, (iv) not access Customer Content except to the extent strictly necessary to provide the Deliverables or where Customer has authorised access for support purposes, and (v) maintain and update its security measures in accordance with relevant guidance from competent professional bodies regarding the use of cloud-based AI tools for privileged information.

9 INFORMATION SECURITY AND PERSONAL DATA

9.1 Both Parties shall implement reasonable and appropriate measures to protect the confidentiality and integrity of the information, including Customer Content.

9.2 Each party is responsible for complying with applicable data protection and privacy laws of the jurisdiction where it is incorporated.

9.3 Personal data which Customer is using in the Deliverables to process for its own purposes, as a "controller", will be processed by Supplier as a "processor" in accordance with the data processing agreement (the "**DPA**").

9.4 Supplier processes personal data for its own purposes as described in the Privacy Policy, in its capacity as a "controller".

9.5 Supplier makes no representation that the Deliverables are compliant with any industry-specific regulation unless explicitly agreed in writing.

9.6 Each party represents that it will not knowingly introduce malicious code into the Deliverables or the Customer's systems.

9.7 Where Customer enables MCP Integrations involving the transfer of or access to personal data by external AI systems, agents, applications or third-party services selected or authorised by Customer, Customer shall be responsible for determining the lawfulness of such processing, establishing an appropriate legal basis where required, and ensuring that any necessary data protection agreements, safeguards and authorisations are in place. The allocation of responsibilities under this Clause shall be without prejudice to Supplier's obligations under applicable data protection laws and the DPA.

10 TERM AND TERMINATION

10.1 This Agreement shall be effective as of the agreed starting date set out in the service agreement ("**Effective Date**") and shall continue for a period of twelve (12) months ("**Initial Term**"), unless otherwise agreed. Thereafter, the Agreement shall automatically renew for successive twelve (12) month periods, unless otherwise agreed, (each a "**Renewal Term**") unless terminated in accordance with Clause 10.2 or 10.3.

10.2 Either party may terminate a subscription effective at the end of the then-current subscription term by giving prior written notice as follows:

(i) for subscription terms of twelve (12) months or longer, at least sixty (60) days before the end of the then-current term;

(ii) for subscription terms of less than twelve (12) months, at least thirty (30) days before the end of the then-current term.

10.3 Each party may terminate or suspend the Agreement in the event of

(a) material breach of contract by the other party that is not remedied within thirty (30) business days after notification, or immediately insofar as the material breach cannot be cured or in the event of a repeated material breach;

(b) (request for) insolvency or bankruptcy of the other party.

10.4 Supplier may suspend the Deliverables if the Customer has not paid the relevant fixed fees and/or usage fees within thirty (30) days after the due date or is otherwise unable to pay any owed amounts. Suspension does not relieve Customer of its payment obligations, nor entitle Customer to any refund.

10.5 If Customer terminates the Agreement for convenience or without cause, all fees for the remainder of the then-current term remain payable.

10.6 For a period of 30 days following termination or expiry of the Agreement, Customer may submit a reasonable written request to retrieve Customer Content stored by Supplier as part of the Deliverables. Supplier shall make such Customer Content available in a standard machine-readable format to the extent technically available through the Deliverables. Following expiry of such thirty (30) day period, Supplier may permanently delete Customer Content in accordance with its retention policies, unless retention is required by applicable law. Supplier shall have no obligation to retain Customer Content after that period.

10.7 Clause 5 (excluding 5.2), 8, 11.3, and 12.5 shall survive termination of the Agreement.

11 WARRANTIES, INDEMNITY AND LIABILITY

11.1 Unless agreed otherwise, the Deliverables and all Output are provided "as is" and "as available", and Supplier makes no representations or warranties of any kind, whether express, implied or statutory, including any warranties of accuracy, completeness, non-infringement, title, merchantability, fitness for a particular purpose, error-free or uninterrupted operation, security, or freedom from vulnerabilities, all of which are hereby disclaimed to the fullest extent permitted by law. Supplier does not represent or warrant that the use of the Deliverables will be uninterrupted, error-free, completely secure, or safe from breaches or hacks. The Customer accepts that the Deliverables may be unavailable (in whole or in part) due to maintenance, updates, upgrades, downtime, malfunctions, outages, interruptions, bugs, errors, force majeure, or improper functioning (for whatever reason). Supplier shall have no liability for decisions made by the Customer or its Users based on any Output.

11.2 Neither party shall be held liable for any indirect, special, incidental, exemplary, punitive, or consequential damages or losses (including loss of revenue, profits, goodwill, reputation, opportunities, data, claim, production, business, anticipated savings), even if advised of the possibility of such losses and damages. Each party's aggregate liability (whether in contract, tort or otherwise) shall be limited to direct damages actually paid, suffered or incurred and shall not exceed the total fees paid or payable by the Customer in the last twelve (12) months. None of the limitations of liability shall apply in the event of fraud, wilful misconduct, or indemnification of third-party claims.

11.3 The Customer shall indemnify the Supplier in full for any third-party claim due to or pursuant to Customer's use of the Deliverables and Customer Content, including (alleged) infringement of third-party intellectual property rights or privacy in or related to Customer Content. This indemnification shall also apply to third-party claims arising from Customer's selection, configuration, authorisation or use of MCP Integrations, including claims relating to unlawful processing or disclosure of data, infringement of third-party rights, or actions initiated by external AI systems or agents authorised by Customer, except to the extent such claims arise from Supplier's breach of this Agreement or its own applicable legal obligations.

11.4 Any claims must be made without delay and no later than twelve (12) months after the circumstance that gives rise to a claim.

11.5 In the event of a third party claim for which an indemnity right applies, the indemnified party shall promptly notify the other party and Parties shall act in good faith and use their commercially reasonable efforts to consult, cooperate and assist each other in the defence and/or settlement of such claim, whereas the indemnifying party shall be entitled to take over a claim and assume the defence and settlement (in consultation and agreement with the indemnified party and with due observance of both Parties' interests), and neither party shall make any admission, file any papers, consent to the entry of any judgment or enter into any compromise or settlement without the prior written consent of the other party (which shall not unreasonably be withheld, delayed or conditioned).

11.6 To the fullest extent permitted by applicable law, Supplier shall not be liable for any loss, damage, liability or other consequences arising from the operation, performance, outputs or actions of external MCP servers, AI systems, agents or other third-party services selected, configured or authorised by Customer, including any unauthorised, unintended or erroneous actions performed through such integrations, except to the extent attributable to Supplier's breach of this

Agreement or its own applicable legal obligations. The limitations and exclusions of liability set out in this Clause 11 shall apply.

12 MISCELLANEOUS

12.1 Force Majeure

12.1.1 Neither party will be liable to the other for any delay or failure to perform any obligation (except payment obligation), if the delay or failure results from any cause beyond such party's reasonable control that could not have been prevented through the use of commercially reasonable safeguards, including unforeseen natural events (earthquakes, floods, storms or other elements of nature), fires, labour disputes, or other disturbances, disruptions or systemic failures of third-party hosting providers or model providers, failures of public services, electricity, communications services, or other utility failures, blockages, embargoes, network attacks (such as (D)DoS attacks or similar), riots, public health emergencies (including pandemics and epidemics), acts or orders of government, acts of terrorism, or war.

12.2 Assignment and subcontractors

12.2.1 Neither party may assign the rights and obligations without the advance written consent of the other party, except for assignment of the entire Agreement (i) to an affiliate (i.e. an entity that directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with a party and where control means direct or indirect ownership of more than 50% of the voting interests in the entity) or (ii) in connection with a consolidation, merger or sale of all or substantially all of the assets.

12.2.2 In performing the Deliverables, the Supplier may use subcontractors and third-party service providers. The Deliverables may rely on third-party AI models, datasets, infrastructure, software, or other services. Supplier shall remain responsible for its subcontractors, but the Supplier makes no representation or warranty regarding, and shall have no liability for, the availability (including any uptime, outage, or downtime), malfunction, accuracy, performance, or Output of any third-party technologies or services. Supplier has no obligation to maintain or ensure the continued availability, compatibility, or behavior of any third-party AI model, dataset, or service, and shall not be liable for any change, update, restriction, suspension, or discontinuation by any third-party provider.

12.3 Invalid terms and third-party rights

12.3.1 If a provision of the Agreement is found to be invalid, this will not affect the validity of the other provisions. The invalid provision will be replaced by a valid provision as close as possible to the old provision.

12.3.2 Except as expressly provided, nothing in this Agreement shall create any rights or benefits for any third party, and no third party shall have any right to enforce any term of this Agreement.

12.4 Export controls, sanctions, and compliance

12.4.1 Each party shall comply with all applicable export-control, re-export, import, dual-use, sanctions, embargo, and foreign trade laws and regulations of the European Union, the United Kingdom, the United States, and any other jurisdiction whose laws apply to the Deliverables ("**Export Laws**"). Access to cloud-based Deliverables, provision of Input or Customer Content to the Deliverables, and cross-border data transfers may constitute an export under applicable Export Laws. The Customer shall not access, use, export, re-export, transfer, or make available the Deliverables in violation of any Export Laws.

12.4.2 The Customer shall not permit any sanctioned person, Specially Designated National (SDN), embargoed entity, or any entity owned or controlled by such person to access or use the Deliverables. The Customer shall not upload, process, submit, or maintain any Input relating to, involving, or for the benefit of any sanctioned person or embargoed jurisdiction. The Customer shall not use the Deliverables or any Output for any prohibited end-use or other restricted dual-use purposes under Export Laws. The Customer shall not use the Deliverables to conceal, obscure, modify, transform, or generate content for evading sanctions, AML obligations, or other legal or regulatory requirements. The Customer shall not use the Deliverables, directly or indirectly, for, on behalf of, or in the interest of any sanctioned person or any embargoed jurisdiction.

12.4.3 The Customer shall not access or use the Deliverables from, or for the benefit of, any jurisdiction subject to comprehensive sanctions or embargoes. The Customer shall not attempt to circumvent geographic restrictions or access controls through VPNs, proxies, anonymization tools, or other technical means.

12.4.4 The Customer represents and warrants that:

(a) neither it, its beneficial owners, nor Users are subject to sanctions or listed on any restricted party list administered by the EU, UN, UK, US or other relevant authority;

(b) it will not deploy, access, use, export, re-export, transfer or make available the Deliverables in violation of Export Laws;

(c) it will not process Customer Content relating to sanctioned persons or embargoed jurisdictions;

(d) it shall comply with all reasonably KYC/UBO requests, from time to time, made by Supplier and notify Supplier promptly if it, or any relevant person or entity, becomes subject to sanctions or any investigation relating to Export Laws.

12.4.5 To the extent permitted by law, nothing in this Agreement prohibits the Customer from using the Deliverables to process information protected by attorney–client privilege, professional secrecy, or bar rules in the context of lawful legal representation (including criminal, tax, regulatory or other proceedings), provided such use complies with applicable laws and professional duties and permitted by applicable laws. This subsection does not permit use of the Deliverables for or on behalf of any sanctioned person or in violation of Export Laws. Privilege may not be invoked to circumvent sanctions or foreign-trade restrictions.

13 GOVERNING LAW AND DISPUTES

13.1 Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the relevant Supplier is established, without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods.

13.2 To the extent the rules of mandatory law do not prescribe otherwise, all disputes and conflicts that arise in respect of the Agreement (including in response to an offer) will be exclusively submitted to competent court of the city and country where the relevant Supplier is established.

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