
Terms and Conditions

1. Definitions and Interpretation

1.1 Definitions:

Affiliate means in relation to any company, its subsidiaries, associates and holding company and the subsidiaries and associates of such holding company as such terms are defined in Sections 1159 and 1169 of the Companies Act 2006 and Section 435 of the Insolvency Act 1986;

Agreement means together, and by order of precedence, any applicable EULA, the Work Order, these Terms, and any applicable Service Provisioning Document.

Business Day means a day (other than Saturday or Sunday) on which banks are open for business in London;

Client Responsibilities means the obligations and responsibilities of the Client set out in the Agreement;

Confidential Information means any information, whether tangible or intangible (including, without limitation, any formula, pattern, compilation, device, method, technique, process, customer lists, pricing information, business plans, computer equipment, financial projections, marketing information, actual or anticipated research and development and similar internal data relating or belonging to a Party) which is not generally known to the public and which is stated as being or should be reasonably regarded as confidential (whether or not it is marked "confidential"), and includes information of employees, customers, suppliers, joint venturers, licensors, licensees, distributors and other persons with whom a Party does business;

Currency means the currency specified in the Work Order;

Deliverable means any work, materials, reports or other items provided by Sabio during the performance of its obligations under an Agreement (excluding the Products);

Discrepancy Amount has the meaning set out in clause 9;

DP Laws: means: (a) the GDPR (and any legislation which seeks to implement the GDPR as enacted by the UK) and the UK Data Protection Act 2018 (and any related UK legislation) ("DPA"); or (b) from and including the date on which the legislation comes into force, any UK legislation which replaces the GDPR or DPA from time to time (including without limitation the UK GDPR).

EULA means any applicable End User Licence Agreement(s) appended to, or referenced in, the relevant Work Order, or otherwise applicable to the relevant Product(s).

Europe Zone means the European Economic Area and the United Kingdom.

Excluded Faults means those Faults listed in the SLA;

Fault has the definition given to it in the SLA;

Fees means the fees to be paid by the Client in the Currency and set out in the Work Order;

Force Majeure means any event or circumstance or a combination of events and circumstances which is beyond the reasonable control of a Party including but not limited to act of God; lightning; flood; exceptionally severe weather; subsidence; fire; explosion; war; civil disorder; acts of terrorism; cyber-attack; nuclear, biological or chemical incidents; national or local emergency; epidemic and pandemic; statutory obligation; industrial disputes of any third Party supplier; delay or failure or rationing of energy supplier; acts or omissions of local or central government or of other competent authorities; or acts or omissions of a person for whom Sabio is not responsible; or any other cause whether similar or dissimilar outside its control;

GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016;

Incident means an unplanned interruption or reduction in quality of the Supported System or a failure of part of the Supported System that has not yet impacted service;

Initial Term means the initial term for the Support Services as defined in clause 11.1;

Intellectual Property Rights means all patents, trademarks, service marks, registered designs, utility models, design rights, copyright (including without limitation copyright in computer software and databases), database rights, domain names and other Internet keywords, semi-conductor topography rights, inventions, trade secrets and other confidential information, know-how, business or trade names and all other intellectual and industrial property and rights of a similar or corresponding nature in any part of the world whether registered or not or capable of registration or not and including without limitation all applications for, the right to apply for and to sue for past infringements of any of the foregoing rights;

Location(s) means the location(s) of the Supported System as at the Support Commencement Date;

Network Services means any of the CPS Service, Inbound Call Services, Outbound Call Services, SIP Trunk Services, as each is defined in the Network Services Schedule.

Party means the Client or Sabio as the context requires (together the "Parties");

Payment Plan means if applicable the plan of payments in respect of Sabio's performance of its obligations under an Agreement, which plan is set out in the Work Order;

Products the hardware or software provided by Sabio as set out in the Work Order (if any);

Professional Services means the professional services (unrelated to support of the Supported System) provided by Sabio as set out in the Work Order and SPD (if any);

Sabio AI Services has the meaning set out in the Sabio AI Services Schedule;

Service Document means a claim form or any other court papers;

Service Level in relation to the Support Services means the levels of performance set out in the Service Provisioning Document and/or Work Order;

Services means the Support Services, the Network Services and/or the Professional Services (as the context requires);

Service Provisioning Document or SPD means the Sabio document used to outline the scope of the features (including quantities), Professional Services, Support Services, and dependencies on the Customer in relation to the Services;

Support Services means the support services to be provided in relation to the Supported System as further described in the Service Provisioning Document and/or the Work Order;

SLA means Schedule 2 containing the service-specific terms relating to the Support Services;

Support Commencement Date means the date agreed by the Parties in the Work Order for commencement of the Support Services;

Supported Hardware means the hardware supported by Sabio specified in the Work Order;

Supported Software means the software supported by Sabio specified in the Work Order;

Supported System means together the Supported Software and Supported Hardware;

System means the Client's hardware and software situated at the Location including without limitation the Supported System;

Terms means the terms and conditions contained in this document and its schedules;

Work Order means a mutually agreed order, stating the details of the Products and Services and Fees payable.

1.2 Interpretation

In constructing each Agreement, unless otherwise specified:

(a) references to clauses and schedules are to clauses of, and schedules to, these Terms;

(b) references to a "person" shall be construed so as to include any individual firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association, partnership or limited partnership (whether or not having separate legal personality);

(c) a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;

(d) any reference to a "day" (including without limitation within the phrase "Business Day") shall mean a period of 24 hours running from midnight to midnight;

(e) a reference to any other document referred to in these Terms is a reference to that other document as amended, varied, novated or supplemented (other than in breach of the provisions of these Terms) from time to time;

(f) headings and titles are for convenience only and do not affect the interpretation of these Terms or any part of the Agreement;

(g) References to "personal data", "processing", "processor", "data subject", "controller" and similar expressions in these Terms have the meanings given to them in the DP Laws and references to personal data refer to the personal data processed by Sabio in connection with the provision of Services under an Agreement.

2. The Products and Services

2.1 Sabio shall provide: (a) the Products and Services in accordance with the relevant Agreement, the relevant Work Order and Statement or Work; (b) the Services with reasonable skill and care; and (c) the Support Services in accordance with the SLA including without limitation the applicable Service Levels.

2.2 Sabio shall not be obliged to provide the Support Services in respect of the Excluded Faults.

2.3 Without prejudice to clause 2.2, the Client may request that Sabio remedy an Excluded Fault and Sabio shall within three (3) Business Days of such request either notify the Client that it intends to attempt to remedy the Excluded Fault or that it will not remedy the Excluded Fault.

2.4 If, pursuant to clause 2.3, Sabio notifies the Client that it intends to remedy an Excluded Fault Sabio shall use its reasonable endeavours to remedy such Excluded Fault and the Client shall pay Sabio for so doing at Sabio's then prevailing time and materials rates. For the avoidance of doubt, both parties will agree in writing the timeframe and cost of such remedy prior to the commencement of work on an Excluded Fault by Sabio.

2.5 Faults with any Products forming part of the Supported System will be dealt with under the SLA. The Support Services provided for Products are (to the extent permitted by applicable law) in lieu of all terms implied by law in relation to satisfactory quality, fitness for purpose, merchantability or otherwise.

2.6 Title to hardware Products sold to the Client under the Work Order will pass to the Client on payment in full of the Fees for the hardware. Risk in the Products shall pass to the Client on delivery. Until title passes, the Client shall hold and insure the Products as bailee, and if any sum is unpaid Sabio may on reasonable notice enter the Client's premises to recover them. Software will remain vested in Sabio or the third party licensor and will be licensed in accordance with clause 5.

3. Additional Products and Services

3.1 The Client may, from time to time, notify Sabio of its requirement for additional products and services and the terms for supply shall be specified in the applicable Work Order.

3.2 The details in relation to those products and services and the additional Fees shall be as specified in the Work Order.

4. The Client's Obligations

4.1 The Client shall comply with its obligations under each Agreement and co-operate with Sabio's reasonable requests to enable timely supply of the Products and Services including without limitation provision of co-operation, reasonable access to the Location(s) and provision of power or communications facilities and products. In respect of Professional Services, the Client will provide, in a timely manner and at no cost to Sabio, assistance, co-operation, information, equipment, technical data, computer and telecommunications facilities, all necessary licences, programs, files, documentation, test data, sample output, a suitable work environment, and other resources or requirements necessary, in Sabio's reasonable opinion, to enable Sabio to perform the Professional Services (collectively "Assistance") and the Client acknowledges that Sabio's ability to provide Professional Services and related Deliverables in a timely fashion may be affected if the Client does not provide, or provides inadequate, Assistance.

4.2 In respect of the Support Services, the Client shall: (a) maintain, properly use and administer the Supported System in accordance with the applicable manufacturer's or Sabio's documentation or any relevant instructions supplied by Sabio for the purposes for which the Supported System was supplied and/or designed and at the currently supported version as recommended by the manufacturer; (b) maintain a suitable environment for the Supported System at the Location including but not limited to network, Client supported servers, desktop or host configurations, equipment or software other than the Supported System and the maintenance of a constant power supply; (c) ensure that the external surfaces of the components of the Supported System are kept clean and in good condition; (d) use on the Supported System only such operating supplies as the manufacturer or Sabio shall recommend in any relevant supplied handbook or otherwise; (e) not request, permit or authorise anyone other than Sabio personnel or those authorised by Sabio, to provide or perform the Support Services and to permit only trained employees, or persons under their supervision, to use the Supported System; (f) not use in conjunction with the Supported System any accessory, attachment or additional equipment other than that which has been supplied by the manufacturer for use with the Supported System or approved in writing by Sabio, such approval not to be unreasonably withheld; (g) ensure access to the Supported System, including but not limited to any power or communications wires and cables, connectors and peripherals, and supply Sabio, free of charge, with all documentation, information, and computers including, without limitation, computer runs, core dumps and data preparation and telecommunications facilities as are reasonably required for Sabio to carry out its obligations under an Agreement; (h) provide Sabio with the remote access as stated in Support Schedule to enable Sabio to provide timely diagnostics and fault resolution or such remote access as the Parties may otherwise agree in writing; and (i) inform Sabio in advance, of any changes to the location, position or specification, of the Supported System or associated systems and or networks that may impact the operation of the Supported System and not move any Location(s) of the Supported System without the agreement of Sabio.

4.3 The Client hereby warrants that: (a) the existing Supported System necessary for Sabio to perform the Support Services has been installed at the relevant Locations and is in good and proper working order, and to the best of the Client's knowledge there are no critical or serious vulnerabilities present on the Supported System as at the Support Commencement Date; (b) it has the necessary licences for the Supported System and latest supported versions of software (including that all patches and updates recommended by the manufacturer have been applied); (c) there is and has been no infringement or unauthorised use of any third party Intellectual Property Rights; and (d) as at the Support Commencement Date, unless stated in the relevant Work Order, the Supported System will not contain any personal data or payment card data. Clauses 4.3(a) and (b) do not apply in respect of Products to be implemented by Sabio under the Work Order, which are provided in accordance with the relevant Agreement. The Client shall ensure that all users of the Supported System (including any Client Affiliate) comply with the Agreement (and have the rights to use the Supported System under any applicable end user licence agreement) and any acts or omissions of the users shall be deemed the acts or omissions of the Client.

4.4 The Client shall ensure that back-up copies of the Client's data are made in accordance with good industry practice and that such copies are recorded on media from which the Client's data can be re-loaded in the event of any corruption or loss of the Client's data.

4.5 Sabio shall use reasonable endeavours to notify the Client of any failure by the Client to perform any of the Client Responsibilities as soon as reasonably practicable following Sabio becoming aware of such failure and shall use reasonable endeavours to perform the Services notwithstanding the failure of the Client to comply with the Client Responsibilities.

4.6 Sabio shall not be in breach of these Terms or any Agreement and shall not be liable to the Client if, and to the extent that, its inability to provide the Services is as a result of any failure of the Client to comply with the Client Responsibilities.

4.7 If Sabio would have provided, or procured the provision of, the Services in accordance with the Agreement but has failed to do so as a result of the Client failing to comply with the Client Responsibilities, Sabio shall be entitled to be paid for any additional, proven costs and unavoidable losses which directly result from such failure.

4.8 Sabio shall not be obliged to accept a request from the Client to delay or change any agreed timescale for the provision of Professional Services, or to change the scope of the Professional Services and the Client shall not be entitled to cancel any Professional Services contracted under a Work Order.

4.9 Without prejudice to clause 4.8, where the Client requests or causes a delay or change to an agreed timescale for the delivery of any Professional Services, without prejudice to any other rights or remedies Sabio may have, the Client shall pay Sabio:

4.9.1 any additional reasonable costs (including, without limitation, overtime costs) which Sabio incurs as a result of the delay or change; and

4.9.2 where additional resource is required as a result of the delay or change (and/or where Sabio is unable to re-deploy staff within its business as a result of the delay or change), an additional proportionate fee calculated at Sabio's standard time and materials rates then in force.

5. Intellectual Property Rights

5.1 Save as otherwise set out in these Terms or as otherwise expressly agreed by the Parties in writing, no Party shall receive any rights in respect of the Intellectual Property Rights belonging to the other Party (or licensed to it) and Intellectual Property Rights shall remain the property of the Party who creates or owns the same.

5.2 Sabio hereby grants to Client a non-exclusive, non-transferable, non-sublicensable, licence to use all Deliverables and Sabio owned software Products solely for Client's reasonable internal business purposes and subject to the limitations described in the relevant Work Order. Unless otherwise set out in the Work Order, this licence is limited to use during the term of the relevant Work Order (in line with the term for the Support Services). This clause is subject to clause 5.3.

5.3 Any third party software (including without limitation third party software Products) provided by Sabio under an Agreement (including without limitation any related manufacturer software updates, patches, releases etcetera) shall be licensed on the terms of the relevant third party licensor's standard EULA, or subject to any other licence terms set out in the relevant Agreement, which the Client shall comply with. The Client acknowledges and agrees that the software vendors may directly enforce, against the Client, this clause and the terms of the end user licence agreements.

5.4 To the extent permissible under applicable law, in respect of any software (including but not limited to any coding, interfaces and configurations) provided by Sabio (whether third party or Sabio owned), the Client shall not: (i) decompile, disassemble or reverse engineer the software; (ii) modify or create any derivative works (including, without limitation, translations, transformations, adaptations or other recast or altered versions) based on the software or any supplied documentation or generally to alter the software; (iii) merge the software with any other software except as expressly set forth in the supplied documentation; (iv) use, copy, sell, sublicense, lease, rent, loan, assign, convey or otherwise commercialise or transfer the software or documentation; (v) distribute, disclose, or allow use of the software or documentation, in any format, through any third party outsourcing facility, any timesharing service, service bureau, network or by any other means, to or by any third parties; (vi) enable any software features or capacity which Sabio licenses as separate products without Sabio's prior written consent; or (vii) permit or encourage any third party to do any such things.

5.5 The Parties acknowledge that there may be circumstances where they may agree that the Client shall own any Intellectual Property Rights in any Deliverables and in such circumstances the Parties will document such transfer of ownership either as part of change control or pursuant to the terms of a Work Order. In such circumstances the Client shall grant Sabio a licence to permit Sabio to perform the Services.

5.6 Subject to the other provisions of this clause 5 and to clause 10 and the Client's proper observance of its obligations under the relevant Agreement, Sabio shall indemnify the Client from and against all costs and damages which are finally awarded against the Client by an English Court arising from any infringement of a third party's Intellectual Property Rights by Sabio's supply of any Deliverables or Products.

5.7 As a condition of the indemnity given by Sabio in clause 5.6, the Client shall: (a) take all reasonable steps to mitigate any losses against which it is seeking to be indemnified; (b) notify Sabio promptly of any related claims or legal proceedings or allegation of infringement upon becoming aware of the same; (c) actively consult with Sabio regarding the conduct of any action and take its views into account; (d) make no admissions relating to any claims or legal proceedings or allegations of infringement without Sabio's prior written consent; (e) not agree any settlement or compromise of such claims or legal proceedings nor make any payment on account of them without Sabio's prior written consent; (f) allow Sabio at its own expense and sole option, to procure for the Client the right to continue using the affected Deliverables or Products including without limitation by obtaining any applicable licence(s) or replace or modify, or procure the replacement or modification of, such affected Deliverables or Products, provided that: (i) the performance and functionality of the replaced or modified part is equivalent in all material respects to the performance and functionality of the original part; (ii) the replaced or modified part does not have any material adverse effect on the System; (iii) there is no additional cost to the Client; and (iv) the terms of these Terms apply to the replaced or modified part; (g) allow Sabio at Sabio's reasonable request to conduct all negotiations and proceedings providing that Sabio consults with the Client and keeps the Client fully informed with respect to any claim, legal proceedings or an allegation of infringement and shall discuss with the Client and take into account the Client's views in relation to all material steps taken in the conduct of the defence of a claim, legal proceedings or an allegation of an infringement. The Client shall give Sabio all reasonable assistance in these matters providing Sabio agrees to pay the Client's reasonable expenses for such assistance.

5.8 The indemnity in clause 5.6 shall not apply to the extent that: (a) the Client has used the Deliverables or Products in breach of the licences granted pursuant to clause 5 or in breach of any other provision of an Agreement; (b) the Client has used the Deliverables or Products other than in accordance with Sabio's instructions and such use has directly contributed to the infringement of the third party's Intellectual Property Rights; (c) the infringement or alleged infringement relates to third party Products; (d) the infringement or alleged infringement has been caused by information provided by Sabio conforming with specifications provided by the Client; or (e) the Client has been negligent and such negligence is relevant to the infringement.

5.9 Clauses 5.6 to 5.8 constitute the Client's sole and exclusive remedy for any third-party Intellectual Property Rights claim relating to the Deliverables or Products.

6. Sabio Personnel

6.1 Sabio shall be responsible for the management and co-ordination on a day-to-day basis of its personnel. Sabio shall procure that its personnel when working at the Locations, shall at all times comply with reasonable health and safety, security and other directions, rules and regulations applicable to such Locations, provided that the Client shall have provided copies of the same to Sabio or given Sabio prior written (or, where it is reasonable to do so, oral) notification of such directions, rules and regulations.

6.2 The Client shall: (a) upon reasonable notice, provide Sabio's personnel with full and safe access to the Supported System for the purposes of performing the Agreement; (b) provide adequate working space around the Supported System for the use of Sabio's personnel and shall make available such reasonable facilities as may be requested from time to time by Sabio for the storage and safekeeping of test equipment and spare parts and any personal effects of Sabio's personnel; (c) ensure the interests, health and safety of Sabio personnel, while at the Locations for the purposes of performing the Agreement; and (d) ensure that the Client's system administrator and other Client's personnel necessary for Sabio's diagnosis of any Fault or problem with the Supported System are readily available to, and co-operate fully with, Sabio personnel.

7. Client personnel

7.1 The Client shall be responsible for the management and co-ordination on a day to day basis of its personnel (including without limitation its suppliers and subcontractors) and shall be liable to Sabio for their acts and omissions as if it had committed the same. At all times the Client shall procure that its personnel: (a) make every effort to cause as little interference with and inconvenience to Sabio's personnel; and (b) when working at the premises of Sabio, at all times comply with the health and safety, security and all other directions, rules and regulations applicable to such premises.

8. Representations, warranties and authority

8.1 Each Party represents and warrants to the other that: (a) it has the requisite corporate power and authority to enter into, execute, deliver and perform its obligations under each Agreement; (b) the execution and delivery of these Terms (and each Agreement hereunder) and the performance of its obligations under them have been duly authorised by all necessary corporate action on its part; and (c) it has all authorisations, licences, approvals and consents of any governmental, administrative, judicial or regulatory body, authority or organisation that are required to authorise the execution, delivery, validity, enforceability or admissibility in evidence of these Terms or the performance of its obligations under them.

8.2 Neither Party nor any person engaged by that Party from time to time to perform that Party's obligations under these Terms (or any Agreement), is authorised to act, nor shall it or they act or purport to act, as a representative of the other Party, whether in performing its obligations under these Terms (or any Agreement) or otherwise.

9. Payments

9.1 Sabio shall invoice the Client for the Fees in the Currency specified in and in accordance with the Work Order.

9.2 Subject to clause 9.4, invoices shall become due for payment by the Client without set-off or deduction thirty (30) days after the date of the respective invoice.

9.3 All amounts payable under an Agreement are exclusive of value added tax, import or export duty or any other local or national excise duty or taxation, and any such taxation duties shall be payable by the Client.

9.4 If any item or any part of an item, shown on an invoice rendered by Sabio is subject to a bona fide dispute or question by the Client (a "Discrepancy Amount"), the payment by the Client of the remainder shall not be withheld on those grounds and the provisions of clause 9.2 shall apply to the remainder (if applicable) and also to the Discrepancy Amount to the extent that it shall subsequently be agreed or determined to have been properly payable.

9.5 If any invoice rendered by Sabio to the Client contains a Discrepancy Amount then the Client shall give notice to Sabio in writing within 14 Business Days of receipt of that invoice of the fact of the Discrepancy Amount and the reasons for the bona fide dispute or question. The dispute shall then be resolved in accordance with clause 15.

9.6 Any amount due from one Party to the other Party pursuant to an Agreement and remaining unpaid after the due date shall bear interest thereafter, such interest to accrue from day to day and to be calculated at a rate (after as well as before judgement) either: (a) equal to 3% above the base rate of the Bank of England from the date when payment was due until the amount due is actually received by the payee; or (b) if lower, the highest rate allowed by applicable law. Such interest shall not apply to Discrepancy Amounts until 14 days after the resolution of the discrepancy.

9.7 Unless there is an express statement on the face of the Work Order which conflicts with this, Sabio may increase the Fees by up to 5% annually (the first increase applying 12 months following the Support Commencement Date).

9.8 To the extent the Client or a Client Affiliate has any specific requirements for Sabio to meet (such as filling out documentation or providing information) in relation to billing and/or receiving or paying invoices, the requirements must be expressly set out in the Work Order and (in any event) must be reasonable in the circumstances. If such requirements have not been set out in the Work Order, neither the Client nor a Client Affiliate shall be entitled to withhold or dispute a payment under the Work Order on the grounds that any requirements (including documents or information) to support a payment under the Work Order have not been provided or met by Sabio.

10. Liability

10.1 Nothing in these Terms excludes or limits either Party's liability for: (a) death or personal injury resulting from the negligence; (b) fraud or fraudulent misrepresentation; (c) anything that cannot be lawfully excluded or limited;

10.2 Subject to clause 10.1 Sabio shall not be liable to the Client for: (a) loss of profit; (b) loss of revenue or anticipated savings; (c) loss of business, business opportunity or contracts; (d) loss of goodwill or reputation; (e) loss, alteration or corruption of data or information; (f) indirect, special or consequential loss; (g) wasted expenditure, or increased operational, administrative or management costs; or (h) liability to third parties (including customer compensation, fines or penalties).

10.3 Sabio shall not be liable for any failure, error, delay, interruption or degradation in the performance of the Products or Services to the extent caused by or arising from, any security incident, vulnerability, misconfiguration or failure within the Client's systems, networks, environments, data or integrations (including any third-party systems used or controlled by the Client). The Client is solely responsible for the security, integrity, configuration and maintenance of such systems, networks, environments and integrations, and Sabio shall have no obligation to detect, prevent, investigate, mitigate or remediate any security incident occurring within them.

10.4 Subject to clauses 10.1 and 10.2, Sabio's total aggregate liability whether arising in contract, tort (including negligence) misrepresentation, breach of statutory duty or otherwise, arising under or in connection with these Terms and/or any Work Order shall be limited to 100% of the total Fees paid under the relevant Work Order. Sabio's liability for any third-party products or services supplied by Sabio shall not exceed the lesser of 100% of the Fees paid or payable by the Client for those third-party products or services in the prior 12 months.

10.5 Save as expressly set out in these Terms, all conditions, warranties and terms implied by statute, common law or otherwise are excluded to the fullest extent permitted by law.

11. Term and termination

11.1 The Parties agree that, unless terminated earlier pursuant to clauses 11.2 or 11.3, these Terms and the Work Order shall continue in force for the initial term defined in the Work Order (or, if none is stated, twelve (12) months) (the "Initial Term") and shall automatically renew for successive periods of twelve (12) months each (each a "Renewal Term") unless either Party gives the other not less than sixty (60) days' prior written notice before the end of the Initial Term or the then-current Renewal Term that it does not wish the Work Order to renew.

11.2 A Party may terminate these Terms and the applicable Agreement immediately by notice in writing to the other Party if: (a) the other Party commits a material breach of these Terms or a relevant Agreement and in the case of a remediable breach fails to remedy such breach within thirty (30) days of written notice requiring it to do so; (b) the other Party is insolvent within the meaning of section 123 Insolvency Act 1986; (c) an administrator, administrative receiver or receiver is appointed, or a notice of intention to appoint an administrator is given; (d) a winding-up petition, order or resolution arises (other than for a solvent restructuring); (e) the other Party enters a moratorium under Part A1 Insolvency Act 1986.

11.3 If the Client fails to pay any sum due pursuant to an Agreement (other than a Discrepancy Amount) within 14 days from the date of a notice of breach sent by Sabio to the Client Sabio has the right to immediately terminate all outstanding Work Orders or suspend the Services until such sum is paid.

12. Consequences of termination

Upon termination of the applicable Work Order:

12.1 Sabio shall immediately cease provision of the Services but may provide mutually agreed transition services.

12.2 Each Party shall return and make no further use of any items (and all copies of them) belonging to the other Party, including any Products to which title has not passed under clause 2.6.

12.3 Sabio may destroy or otherwise securely dispose of any of the Client's data in its possession unless it receives, no later than ten (10) Business Days after the effective date of termination or expiry of an Agreement, a written request for the delivery to the Client of the most recent backup of the Client's data in its possession. Subject to the Client having paid any outstanding Fees (including without limitation Sabio's reasonable fees for provision of the backup) Sabio shall use reasonable efforts to deliver the backup to the Client within thirty (30) Business Days of its receipt of such a written request.

12.4 Any other agreements shall continue until such times as they are terminated in accordance with their terms.

12.5 The accrued rights of the Parties as at termination shall not be affected or prejudiced.

12.6 On the termination date the Client shall pay all outstanding invoices immediately.

12.7 Clauses 5, 9, 10, 11, 12, 14, 16, 17, 19 and 20 (and any other provision intended or expressly stated to survive termination) shall survive termination (the obligations of confidentiality in clause 14 shall survive termination for a period of five (5) years only).

13. Force majeure

13.1 If and to the extent that a Party is prevented or delayed by a Force Majeure event from performing any of its obligations under a relevant Agreement, the Party affected shall have no liability to the other. When the Force Majeure event has ceased the affected Party shall as soon as is reasonably possible, notify the other Party that the terms of the Agreement shall be reinstated in full.

13.2 If a Party is prevented, hindered or delayed in performing an obligation under an Agreement because of Force Majeure resulting in a substantial impact on the performance of the relevant Work Order as a whole, for a period exceeding sixty (60) days, the other Party may terminate the affected Work Order by giving thirty (30) days' prior notice in writing to the other.

14. Confidentiality

14.1 Each Party shall treat as confidential all Confidential Information obtained from the other Party and shall only use any such Confidential Information for performing its obligations under an Agreement.

14.2 A party's Confidential Information shall include only such information as is clearly identified as confidential or it is obvious by its nature that it is confidential. A party's Confidential Information will not include information that: (i) is or becomes generally known to the public through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third-party without restriction on disclosure; or (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information.

14.3 Each Party shall procure that any person to whom such Confidential Information is disclosed by it and each of its Affiliates complies with the restrictions set out in this clause 14 as if such person were a Party to these Terms and shall be responsible for any defaults by those persons.

14.4 Either Party may disclose such Confidential Information: (i) if and to the extent required by law; (ii) to any of its professional advisers, subcontractors or Affiliates who have a reasonable need to know the information in respect of the Work Order, provided they are required to maintain its confidentiality; or (iii) to the extent the information has come into the public domain through no fault of that Party.

15. Dispute resolution

15.1 Any dispute (whether contractual or otherwise) arising out of or in connection with these Terms or an Agreement shall in the first instance be discussed between Sabio's account manager and the Client's nominated representative. If the matter is not resolved by these representatives within ten (10) Business Days, the matter will be referred to a director of each of Sabio and the Client who must meet within five (5) Business Days to attempt to resolve the matter.

15.2 Nothing in these Terms shall prevent a Party from applying to the court for interim relief pending the resolution of a dispute or shall prevent a Party, with the consent of the other Party, from attempting to settle any dispute arising out of these Terms by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.

16. Data protection

16.1 Each Party shall comply with their respective obligations under the DP Laws.

16.2 The Parties acknowledge and agree that the Client is the controller and Sabio is the processor of all personal data processed by Sabio on behalf of Client under these Terms and each relevant Agreement. The following provisions apply to any processing of personal data by Sabio as a processor of Client under each relevant Agreement:

16.2.1 Sabio may process the personal data to the extent reasonably necessary to provide the Services and otherwise as reasonably necessary to fulfil its obligations under each relevant Agreement ("**Purposes**") and Sabio may also transfer (and allow processing of) the personal data to (and by) its subcontractors for those Purposes (which includes (without limitation) the manufacturers of the Supported System, Sabio Affiliates, and other third party providers providing products or services to Sabio as a subcontractor in respect of the Services). Client hereby gives all required authorisations and consents under the DP Laws for such processing and this clause constitutes Client's documented instructions for Sabio (and its subcontractors) to process the personal data in accordance with the relevant Agreement and for the Purposes. Client acknowledges that the entirety of its instructions are set out in each relevant Agreement and any further instructions shall be subject to a written variation to the relevant Agreement being agreed and signed by the Parties.

16.2.2 Sabio may process (and allow the subcontractors identified in clause 16.2.1 to process) the personal data within the Europe Zone for the Purposes. Sabio may also transfer personal data to a country outside the Europe Zone (including (without limitation) transfers to and processing by the subcontractors identified in clause 16.2.1) for the Purposes provided Sabio ensures compliance with the transfer requirements of the DP Laws in respect of the transfer to the relevant country, which may include (without limitation): (1) putting in place an International Data Transfer Agreement or EU model standard contract clauses with the relevant third party transferee (including if applicable the ICO's UK Addendum); or (2) reliance on an applicable decision of adequacy. Client hereby gives all required authorisations and consents under the DP Laws for such transfers and processing and this clause constitutes the Client's documented instructions for such transfers and processing.

16.2.3 Sabio shall use appropriate technical and organisational measures designed to prevent the unauthorised or unlawful processing of personal data and protect against accidental loss or destruction of, or damage to, any personal data during the processing of the personal data.

16.2.4 For the purposes of Article 28 of the GDPR:

- (a) Sabio shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (b) Sabio shall take all measures required as a processor under Article 32 GDPR.

(c) Data subjects whose personal data is processed pursuant to the relevant Agreement may have the right to request access to and the correction, deletion or blocking of such personal data under the GDPR. Such requests shall be addressed to and be considered by the Client, who is responsible for ensuring such requests are handled in accordance with the GDPR. Sabio may (at the Client's cost) implement additional appropriate technical and organisational measures to assist the Client in complying with its obligations relating to data subject requests. To the extent the Client, in its use of, or receipt of the benefit of the Services, does not have the ability to access, correct, delete or block personal data, as required by the GDPR, Sabio shall comply with any commercially reasonable request by the Client to facilitate such actions to the extent Sabio is legally permitted to do so.

(d) Sabio shall provide reasonable assistance to the Client in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of processing and the information available to Sabio.

(e) Upon expiry or termination of all Services for any reason, Sabio shall at the reasonable choice of the Client: (i) return the personal data to the Client; or (ii) delete the personal data from all computer systems and other data storage systems, provided that Sabio shall be permitted to retain a copy of the personal data that it is legally permitted to retain.

(f) Sabio shall make available to the Client all information reasonably necessary to demonstrate compliance with the obligations laid down in this clause 16.2.4 and (to the extent required under the GDPR in respect of Sabio's compliance with clause 16.2.4) allow for and contribute to reasonable audits, including reasonable inspections, conducted by the Client or another auditor mandated by the Client provided that:

(1) Client shall ensure that the audit (including (without limitation) all information learned during the audit and the results of the audit) is kept confidential (save where and to the extent required to be disclosed by applicable law (including without limitation the GDPR) or the Information Commissioner's Office);

(2) Client and its auditors shall not be entitled to audit (A) data or information of other clients of Sabio, (B) any Sabio proprietary data, including (without limitation) cost information, or (C) any other Sabio confidential information that is not relevant for the purposes of the audit;

(3) Client or its auditors shall provide Sabio with a copy of any audit draft report and the final audit report produced;

(4) Sabio competitors shall not be engaged to audit Sabio;

(5) such an audit must be conducted during Sabio's normal business hours;

(6) such an audit may be carried out no more than once per calendar year. and Client shall provide reasonable prior notice of the audit;

(7) Client shall provide all reasonable assistance to Sabio to ensure the audit is carried out with the minimum possible disruption to Sabio's business;

(8) Client shall comply with Sabio's reasonable security requirements; and

(9) Client shall pay the reasonable costs of such audit.

(g) Sabio shall promptly inform the Client if, in Sabio's opinion, an instruction of Client infringes the GDPR or other Union or Member State data protection provisions and Sabio shall be entitled without penalty or liability to suspend execution of the instructions concerned, until the Client confirms such instructions in writing. Any notification by Sabio under this clause should not be regarded as legal advice and Sabio shall not be required to perform a legal assessment of Client's instructions. Client shall seek its own legal advice in relation to its own obligations under the DP Laws.

(h) The categories of data subject, the duration of processing, the purpose of processing and types of personal data processed are as follows:

(1) Categories of data subject: The Client's (or its Affiliate's) staff and/or customers or suppliers (and/or their staff) and any other data subject whose personal data may be provided or made available to Sabio in connection with each relevant Agreement.

(2) Duration of processing: The term of the relevant Work Order and any further necessary period after termination (or as otherwise agreed in writing between the Parties).

(3) Purpose of processing: As set out in clause 16.2.1.

(4) Types of personal data: Personal data contained within a Supported System and/or otherwise provided or made available to Sabio in connection with the Services.

(i) In respect of processing of personal data by Sabio's subcontractors as envisaged in this clause 16.2, Sabio shall include in any contract with those subcontractors obligations on such subcontractors which are equivalent to the requirements of Article 28(3) GDPR as between Sabio and the subcontractor.

16.2.5 Nothing in clause 16.2 shall prevent Sabio processing any personal data outside the scope or requirements of clause 16.2 where required to do so by Union or Member State or UK law to which Sabio is subject; in such a case, Sabio shall inform the Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

16.2.6 Sabio shall notify the Client of any personal data breach by Sabio and/or any of its subprocessors without undue delay after it becomes aware of such personal data breach. Such notice shall include information regarding the personal data breach then available to Sabio in order to enable the Client to comply with any notification requirements to the relevant supervisory authority under DP Laws. Where and in so far as it has not been possible for Sabio to provide all such information at the same time in such notice, Sabio shall provide an explanation for any delay in providing such information to the Client and shall provide such information to the Client in phases without undue further delay.

16.2.7 Client shall reimburse Sabio for Sabio's reasonable costs incurred in providing any assistance or information (or taking any measures) required to be provided (or taken) by Sabio under clause 16.2.

16.2.8 Sabio shall be liable for the acts and omissions of its subcontractors who process personal data under an Agreement to the same extent Sabio would be liable if performing the services of each subcontractor directly under the terms of this clause 16.2.

16.2.9 References to the GDPR (and to specific Articles or Chapters in the GDPR) in clause 16.2 shall be deemed to refer to any replacement legislation (and replacement equivalent Articles or Chapters) applicable from the date it comes into force.

16.3 The Client warrants and undertakes that it:

16.3.1 shall ensure that the instructions it has given in each relevant Agreement (including (without limitation) 16.2.1 and 16.2.2) for the processing of personal data by Sabio comply with the DP Laws and the Client shall have the sole responsibility for the accuracy, quality, integrity, reliability and legality of the personal data and the means by which it obtained, collected and/or acquired the personal data;

16.3.2 is authorised by the relevant data subjects and third parties to give access to any personal data to which it provides access to Sabio and it will provide all necessary notices to data subjects and procure all necessary consents or satisfy a relevant legal basis in order for Sabio's processing of personal data as envisaged in the relevant Agreement (including (without limitation) under clause 16.2) to comply with the DP Laws; and

16.3.3 (without prejudice to Sabio's rights and remedies) shall promptly notify Sabio if it becomes aware of any breaches of or other irregularities with the requirements of the DP Laws in relation to its own processing.

16.3.4 shall not provide Sabio with any special category data or criminal offence data, as defined in the DP Laws, unless expressly agreed in writing in the relevant Work Order.

17. Notices

17.1 Any notice to a Party under this Agreement shall be in writing signed by or on behalf of the Party giving it and shall, unless delivered to a Party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery to the address of the Party as set out on page 1 of this Agreement and marked for the attention of Company Secretary (or as otherwise notified in writing from time to time). References to "writing" in this clause 17 shall not include fax and notice given under clause 17 does not constitute valid legal service of proceedings.

17.2 A notice shall be deemed to have been served:

17.2.1 at the time of delivery if delivered personally; or

17.2.2 2 Business Days after posting in the case of an address in the United Kingdom and 5 Business Days after posting for any other address.

18. Variation

18.1 No change to these Terms shall be effective unless the change is in writing and signed by an authorised signatory of each Party.

18.2 Any change to the Services, Fees, volumes or any other commercial aspect shall be agreed between the Parties in a new Work Order or a written variation to an existing Work Order signed by an authorised signatory of each Party.

19. General

19.1 Neither Party may assign its rights and obligations under a Work Order without the other Party's prior written consent.

19.2 The Parties agree that electronically or digitally transmitted signatures shall be deemed to be originals, and both Parties agree to accept and be bound thereby and these Terms and each Agreement entered into hereunder may be executed in any number of counterparts, each of which shall be deemed to be an original, but shall not be effective until each Party has signed at least one such counterpart.

19.3 If at any time any provision of these Terms or a relevant Agreement is or becomes, or is adjudicated by any court of competent jurisdiction or other competent authority to be invalid or unenforceable, void or voidable in whole or in part, the remaining provisions of these Terms (or the relevant Agreement) shall continue in full force and effect.

19.4 Subject to clause 5.3, a person who is not a Party to these Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms or the relevant Agreement. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under these Terms or the relevant Agreement are not subject to the consent of any person other than the Parties.

19.5 These Terms and each relevant Agreement constitute the entire agreement between the Parties in respect of its subject matter and supersedes all previous understandings, commitments, representations, agreements, draft agreements, arrangements, undertakings, or collateral contracts of any nature made by the Parties in respect of its subject matter and shall prevail notwithstanding any terms and conditions contained in or referenced by any Client purchase order, order confirmation, invoice, portal, or other document issued by the Client, all of which are hereby expressly excluded and shall have no legal effect.

19.6 Sabio shall be entitled to appoint a sub-contractor to perform its obligations on its behalf.

19.7 No delay or omission by either Party in exercising any right or remedy provided by law or under these Terms or each relevant Agreement shall operate as a waiver. Unless otherwise provided the rights and remedies in these Terms or each relevant Agreement are cumulative and not exclusive of any legal rights and remedies.

20. Governing law and jurisdiction

20.1 These Terms and each relevant Agreement shall be governed and construed in accordance with English law.

20.2 Subject to clause 15, the courts of England shall have exclusive jurisdiction to settle any dispute (whether contractual or non-contractual) arising out of or in connection with these Terms and/or each relevant Agreement.

SCHEDULE 1 – SABIO AI SERVICES SCHEDULE

The terms of this Schedule apply in addition to the Terms and, insofar as the provisions of this Schedule contradict the general terms of service contained in the Terms, the provisions of this Schedule take precedence.

1. Scope and order of precedence

1.1. Scope of application

This Annex shall apply exclusively to the delivery of the Sabio AI Solution, being Sabio Products and Services which rely on the use of Artificial Intelligence (“AI”) technologies, including, but not limited to:

- (i) AI models trained for data generation, analysis or transformation;
- (ii) Natural Language Processing (“NLP”) techniques;
- (iii) Large Language Models (“LLMs”);
- (iv) text-to-speech and speech-to-text systems;
- (v) any automated natural language processing or generation of synthetic content (text, image, audio or video); and
- (vi) visual processing and document recognition; and
- (vii) such additional Services which Sabio provides which are identified in the relevant Work Order as part of the Sabio AI Solution.

together, the “Sabio AI Solution”.

The obligations contained in this Schedule shall not apply to (a) Products and other Services which are not part of the Sabio AI Solution; and (b) artificial intelligence components of third party Products resold to the Client.

1.2. Order of Precedence

Without modifying the general contractual hierarchy established in the Terms, the Parties expressly agree that, in the matters specifically regulated in this Schedule, the provisions of this Schedule shall prevail over any incompatible provision contained in the Terms and/or in the Work Order (“WO”), unless a term in the Work Order is expressly agreed as taking precedence over the terms of this Schedule or the specific matter concerned.

In the event of any contradiction between this Schedule and the Terms or the WO, the provisions of this Schedule shall prevail with respect to the Sabio AI Solution regulated therein.

2. Additional Definitions

“**AI System**” is a statistical, machine-based, or inference-based system designed to operate with varying levels of autonomy, that may exhibit adaptiveness after deployment, and that uses methods to infer from the input it receives how to generate outputs such as predictions, content, recommendations or decisions that can influence physical or virtual environments. For the purposes of this Agreement, “AI System” includes any AI functionality integrated into the Sabio AI Solution, whether provided directly by Sabio or through Third-Party AI Models, but excludes Supplier Materials, internal tools, prompts, workflows, pipelines, architectures, or any other internal components not exposed to the Client or end users.

“**APIs**”, Application Programming Interfaces, and any other technical components for integration or access to the above models and services, when owned or controlled by such third-party providers, this includes approaches such as Model Context Protocol (MCP), Agent 2 Agent (A2A) and Universal Commerce Protocol (UCP).

“**Bias**” is a systematic distortion in the behaviour of the AI system that produces incorrect, unfair or disproportionate results for certain groups, data or situations.

"Client Materials" in the context of this Schedule means any data, content, information, documents, prompts, instructions, datasets, configurations, scripts, files, audio, text, images, materials or other inputs provided or made available by the Client (or by third parties on the Client's behalf) for the purpose of using, configuring or operating the Sabio AI Solution. Client Materials exclude Supplier Materials and do not include any models, architectures, weights, embeddings, pipelines, prompts internal to Supplier or any other proprietary or Confidential Information of Supplier.

"Dashboard" is a visual interface within a cloud service (SaaS, PaaS or IaaS) that presents information, metrics or functionalities in real time, usually in the form of interactive panels.

"Drift" is a progressive and unwanted deviation between the expected behaviour of the model and its actual behaviour in production, caused by changes in the data, environment or context of use.

"embeddings": generation services and models, understood as vector representations of text, audio, images or any other content, used to enable semantic searches, classification, recommendations or other similar functionalities; and

"GPAI": general-purpose AI models, including foundational models that can be reused or adapted for multiple purposes;

"Hallucinations" are the generation by the model of incorrect, invented, unverifiable content or content that is not derived from the data, instructions or materials provided by the user.

"Interaction" means any individual exchange, request, message, query, call, event, transaction or user engagement (howsoever originated) that is received, processed or managed in whole or in part by the Sabio AI Solution and that triggers the generation of an Output or the undertaking of an action by the Sabio AI Solution. An Interaction may consist of a single step or multiple steps forming a single logical session, as defined in the relevant Work Order or Service Provisioning Document.

"KPI" has the meaning given to it in paragraph 11.

"LLMs": large language models, trained with large volumes of data for natural language understanding and generation;

"NLP": natural language processing services, which enable the understanding, analysis, classification, translation or automated generation of human language;

"Outputs": results generated by the Sabio AI Solution which may include (without limitation) text, audio, transcripts, documents, summaries, intents, labels, metrics, instructions, any synthetic content, or triggering the performance/undertaking of an action..

"Rate limits" are technical restrictions imposed by the provider that limit how many operations, calls, requests or tokens the Client can perform in a given period of time.

"Routing" is a process by which the Service directs, distributes or redirects requests, workloads, inferences, prompts, data or traffic between different AI models, endpoints, APIs, cloud instances or regions in order to optimise performance, availability, cost or security.

"STT", "ASR" or "Automatic Speech Recognition": Speech-to-Text engines. Refers to automatic speech recognition technologies and services which enable the conversion of audio signals containing human speech into text using artificial intelligence models.

"Successful Interaction" has the meaning given to it in paragraph 11.3.

"Success Rate" means the percentage of Successful Interactions among the total volume of interactions managed by the Sabio AI Solution. The Parties may agree a target Success Rate as a KPI in the relevant Work Order.

"Supplier Materials": For the purposes of this Annex, Supplier Materials are considered to be all assets, elements, tools and components made available by Sabio for the provision of Sabio AI Solution, including, without limitation a) AI models, architectures, weights, parameters, embeddings, pipelines, security layers, guardrails, moderation systems and any technical element related to the operation of the model; b) Supplier prompts, operational flows, templates, decision rules, routing, runbooks, playbooks, prompt engineering methodologies, internal technical documentation, scripts, configurations, dashboards, libraries and any other protected know-how or trade secrets; c) training datasets, synthetic data generated by Sabio or third parties, licensed third-party models, internal APIs, and any element incorporated into the Service that does not constitute Client Materials or protectable Outputs.

"Synthetic Content" is any text, audio, image, video or other output produced or materially modified by an AI System using automated generation or transformation techniques, including LLMs, generative models, voice synthesis engines or similar technologies. Synthetic Content includes any artificially generated or manipulated content.

"Third-Party AI Models": foundational or general-purpose models (GPAI/LLMs), speech recognition and synthesis engines (STT/TTS), NLP and embedding services, APIs, and other components owned by cloud or specialised providers (including, but not limited to, Google, Amazon Web Services, Microsoft, Deepgram, ElevenLabs, or others).

"Throttling" is the deliberate limitation of capacity, speed or number of operations that an AI or cloud provider imposes on a Client, typically at the level of API, tokens, requests per second (RPS) or computational resources.

"TTS": text-to-speech engines;

"Weights" are internal numerical parameters of an artificial intelligence model, generated during its training, which determine how that model processes data, learns patterns and produces results. Weights are an inseparable part of the model, its architecture and its know-how, constituting a trade secret of the Supplier or third parties in accordance with Directive (EU) 2016/943. Under no circumstances are weights considered Outputs or made available to the Client, nor is any transfer or licence granted over them.

"WER" or "Word Error Rate": refers to the quality metric applicable to Automatic Speech Recognition (ASR) services, which measures the percentage of erroneous words in an automatically generated transcription compared to the reference text considered correct (*ground truth*). WER is usually calculated as the sum of word substitutions, insertions and omissions, divided by the total number of words in the reference text, expressed as a percentage.

3. Scope of Services

- 3.1. Sabio shall provide the Sabio AI Solution in accordance with the scope defined relevant Work Order and/or Service Provisioning Document.
- 3.2. Sabio's cloud infrastructure and managed layer.
 - 3.2.1. Sabio will design, provide and manage an architecture based on dedicated cloud infrastructure, which may reside either in a Sabio account or in an account owned by the Client, under the terms established in the corresponding Work Order.
 - 3.2.2. Through this infrastructure, Sabio will provide its own layer of integration, orchestration, connectivity, monitoring, managed operation and, where applicable, technical auditing and other service components provided for in this Contract.
 - 3.2.3. This integration and orchestration layer, including its configurations, pipelines, connectors, workflows, system prompts, parameterisations, dashboards, observability tools and, in general, the know-how, methodologies and developments associated with it, shall be considered Supplier Materials for the purposes of the Contract, without prejudice to any rights of use that may be granted to the Client in accordance with the provisions of the Intellectual Property section.

4. Acceptable Use

- 4.1. It is the sole responsibility of the Client to determine whether the Sabio AI Solution meets their needs, internal processes, regulatory obligations and business expectations. Unless expressly agreed in writing, Sabio does not guarantee that the Sabio AI Solution is suitable or appropriate for a specific purpose of the Client.
- 4.2. Sabio does not offer or provide legal or regulatory advice to Client. Client is solely responsible for ensuring:
 - 4.2.1. Its compliance with any applicable legal or regulatory obligations relating to the deployment of the Sabio AI Solution and its use of the Outputs; and
 - 4.2.2. where applicable, the suitability of any scripts, messaging, communications or other materials the Client transmits to its customers, prospects or other individuals engaging with the Sabio AI Solution.
- 4.3. Client must use the Sabio AI Solution only for lawful purposes and in accordance with the Contract. The Customer must not use the Sabio AI Services to violate applicable laws; infringe intellectual property or privacy rights; engage in deception, misinformation, impersonation, harassment, discrimination, exploitation, or harmful behaviour; or to generate illegal, harmful, or inappropriate content.

- 4.4. The Customer must not interfere with, disrupt, or compromise the security, integrity, or availability of the Sabio AI Solution. This includes attempting to gain unauthorised access, introducing malware or harmful code, circumventing safeguards, or prompting the AI system to act in a manner inconsistent with the Contract or applicable law.
- 4.5. The Customer must not submit or generate content that is unlawful, harmful, deceptive, infringing, or otherwise prohibited. Where required by law, the Customer must disclose their use of AI systems and obtain all necessary consents, including when interacting with consumers, providing regulated services, or generating AI-produced or manipulated content. Client shall be solely responsible for the uses made of the Outputs by its personnel or on its behalf.

5. Additional Intellectual Property Terms

- 5.1. All Supplier Materials are the exclusive property of Sabio or its licensors in accordance with clause 5 of Terms or, where applicable, in the Intellectual Property provisions of the relevant contract.
- 5.2. Subject to Client's compliance with the Contract, Sabio grants the Client a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Supplier Materials to receive the benefit of the Sabio AI Solution during the term of the relevant Work Order. No access is granted to source code, model weights, internal architecture, training techniques or undocumented components.
- 5.3. Sabio assigns the intellectual property rights over the Outputs generated specifically for the Client. For the purposes of this clause, the Outputs do not include models, weights, architectures, methods, datasets, internal prompts, embedding vectors, or any other element of the Supplier Materials. This assignment does not confer on the Client any rights to model generation, tuning, training or configuration techniques, nor any rights to third-party data or tools.
- 5.4. The Client grants Sabio a non-exclusive, worldwide and royalty-free licence to use the Outputs for the following purposes: a) to operate, provide and support the Sabio AI Solution; b) to perform maintenance, support, adjustment, monitoring and contractual compliance tasks; c) improve the quality, security, performance and stability of the Client Sabio AI Solution; and d) respond to audits, information requests or legal, regulatory requirements. This licence does not allow Sabio to commercially exploit the Outputs or incorporate them into general products, unless the Outputs are anonymous, statistical and non-identifiable.
- 5.5. Open-source software (OSS) components
 - 5.5.1. When the Sabio AI Solution incorporates software, libraries or components licensed under open source terms, such components shall be used exclusively in accordance with the terms of their respective OSS licences (including, as applicable, MIT, Apache, BSD, GPL, LGPL, MPL or others). The use of OSS components does not alter or modify the allocation of risks, responsibilities or limits of liability set forth in this Annex; does not confer on the Client any rights to the source code, know-how, architecture, weights or any other element of the Supplier Materials; and does not imply that Sabio is obliged to provide source code, object files, modifications or derivative works, except to the extent strictly required by a specific copyleft OSS licence and only with respect to the affected code.
 - 5.5.2. In no event shall Sabio's integration of third-party software or OSS components grant the Client additional rights to models, weights, architectures, libraries, datasets, internal prompts or any other Supplier Materials; nor shall it modify the ownership of the Supplier Materials, nor shall it oblige Sabio to modify its architecture to conform to preferences or licences selected by the Client.

6. Personal data

- 6.1. The processing of personal data shall be governed clause 16 of the Terms.
- 6.2. Client grants its general consent to the use of subcontractors and subprocessors in order for Sabio to provide the Sabio AI Solution. Where the provision of the Sabio AI Solution involves transfers of personal data from the United Kingdom, such transfers shall be governed by the applicable mechanisms under the UK GDPR and the UK Data Protection Act 2018, including, where applicable, UK adequacy regulations, the International Data Transfer Agreement (IDTA), or the UK Addendum to the EU Standard Contractual Clauses, as adopted by the UK Information Commissioner's Office (ICO).
- 6.3. Sabio will keep an up-to-date record of sub-processors and their locations and shall provide the same to the Client on request.

7. Training and Data

- 7.1. Unless expressly agreed in advance, Sabio shall not use Client Materials to train, retrain, adjust, optimise or improve its own or third-party models, or to feed general training datasets.
- 7.2. Sabio may use fully anonymised or aggregated information that cannot identify the Client or any individual to improve its general services, and may use the Client's data to train or optimise first-party or third-party models dedicated exclusively to the Client within a segregated single-tenant environment, ensuring that no data, patterns or learnings are shared with other customers.
- 7.3. Sabio may use to collect and process technical or operational information generated by the use of the AI Service, including performance metrics, consumption ratios, response times, technical logs, aggregated or anonymised data and any other indicators necessary for the operation of the Sabio AI Solution, for the purpose of ensuring the security, stability, quality, continuity and sizing of the Sabio AI Solution, as well as to comply with legal obligations or regulatory requirements. The information collected will not be used to retrain models without the consent required by clause 7.1, nor for purposes other than those strictly related to the operation and improvement of the Sabio AI Solution.
- 7.4. Client is solely responsible for the lawfulness, accuracy, quality and suitability of the Client data and materials entered into the Sabio AI Solution and represents that it has all the rights, authorisations, legal bases and legitimations necessary for their processing, especially when the data are incorporated into the Sabio AI Solution. The Client shall assume full responsibility for the consequences of providing unlawful, inaccurate or unauthorised data, and acknowledges that Sabio has no obligation to supervise, review or validate such data or the specific uses that the Client makes of the Outputs.

8. Technical and organisational measures.

- 8.1. Sabio shall implement reasonable technical and organisational measures to ensure the security of the Sabio AI Solution, in line with industry standards (including ISO/IEC 27001). The Client acknowledges that the specific implementation of these measures may vary depending on the agreed architecture of the Sabio AI Solution, the cloud providers used and technological developments, without this constituting a contractual modification or degradation of the Service.
- 8.2. Sabio shall take reasonable measures to mitigate specific threats associated with the use of AI systems. The Client acknowledges that, due to the statistical nature of AI systems and the absence of definitive global standards on model security, the measures applied by Sabio are aimed at mitigating reasonable risks, but do not guarantee the absolute elimination of threats inherent in the use of AI, nor the total accuracy of mechanisms for detecting malicious behaviour.
- 8.3. Sabio maintains a group-wide business continuity plan with reasonable procedures for restoring essential services. Sabio shall conduct periodic tests, at least once a year, of its recovery mechanisms, including simulations and validations of backup restoration, always within the scope of its internal infrastructure. The Client acknowledges that the business continuity of its own systems, data, integrations and external dependencies is the sole responsibility of the Client, and Sabio cannot guarantee the continuity of elements not under its technical control.
- 8.4. The security measures described in this clause shall apply exclusively to the infrastructure, components and services under Sabio's direct control. Sabio shall not be liable for vulnerabilities, breaches or deficiencies arising from: the Client's configurations, developments, integrations or systems; inappropriate or unauthorised use of the Sabio AI Solution; improper access by the Client's staff or third parties dependent on the Client; insecure configurations in systems under its control; errors, limitations or breaches arising from Third-Party AI Models or APIs; or breaches by the Client of its own security, privacy or regulatory compliance obligations. Likewise, Sabio may update, replace or modify the technical measures applied to reflect evolving industry practices and technological evolution, provided that such modifications do not reduce the overall level of protection of the Sabio AI Solution.

9. Service Levels

- 9.1. The Service Levels applicable to the Sabio AI Solution are defined in the relevant Work Order or Service Provisioning Document.

9.2. In addition the Excluded Faults defined in the Contract, the following shall be Excluded Faults with regard to the Sabio AI Solution: incidents stemming from phenomena inherent in the statistical functioning of AI systems, such as hallucinations, biases, drift, variations in accuracy or non-deterministic behaviour of the Sabio AI Solution.

10. Specific limitation of liability for AI

10.1. The limitations of liability in the Terms apply to the Sabio AI Solution. In addition, the Parties agree the following exclusions:

10.1.1. Sabio does not guarantee that the Outputs are error-free or the absence of hallucinations, biases, probabilistic variability, drift phenomena, changes in model accuracy, or the permanent stability of system performance, even when it operates in accordance with technical specifications. Client expressly acknowledge that the operation of the artificial intelligence systems integrated into the Sabio AI Solution is statistical, probabilistic and non-deterministic in nature, which entails inherent variability in the results. Consequently, and to the extent permitted by applicable law, Sabio shall not be liable for errors, inaccuracies, deviations, anomalies or behaviours arising from such intrinsic nature.

10.1.2. Sabio shall not be liable for any damage, errors or adverse results arising from uses by the Client of the Sabio AI Solution that deviate from the instructions, warnings, limitations or configurations documented by Sabio, nor for any uses introduced by the Client that: (i) modify prompts, flows, integrations or parameters without prior validation by Sabio; (ii) incorporate incomplete, erroneous, illegal or inappropriate data for the intended purpose; (iii) introduce configurations, business rules or automated decisions under the exclusive control of the Client; or (iv) involve exploitation of the system in a case of use not foreseen or not communicated to Sabio.

10.1.3. Other events that are not the responsibility of Sabio. Without prejudice of other conditions established in the Contract, it is further agreed that Sabio shall not be liable to Client for loss or damage arising from unilateral changes, degradations, updates, functionality modifications, versions, licensing conditions, rates, usage limitations, Throttling or, in general, product decisions made by the manufacturers of Third-Party AI Models or by cloud infrastructure providers that affect their performance, characteristics or availability. Sabio shall, as soon as it reasonably becomes aware of such circumstances, promptly inform the Client of the same and propose, where technically feasible, reasonable alternatives or workarounds.

10.2. Sabio's liability for loss or damage arising for Outputs that do not qualify as a Successful Interaction shall be limited to the repayment (or, if not yet charged, non-invoicing) of the premium paid for by the Client on Successful Interactions. Baseline fees will still apply.

11. Pay-for-Success Model and KPIs

11.1. The Parties may agree performance or quality indicators ("KPIs") relating to the operation of the Sabio AI Solution, including, but not limited to, recognition, accuracy, containment, first contact resolution ratios or other equivalent indicators. Such KPIs shall be understood exclusively as operational monitoring and tracking tools, and shall not constitute performance guarantees. The Parties agree that any measurement of these KPIs shall be carried out in accordance with this paragraph 11 and the methodology established in the relevant WO or Service Provisioning Document. Failure to meet these KPIs is not, on its own, a breach of contract by Sabio. The KPIs may be amended by agreement of the Parties following an initial period of testing and piloting the accuracy and success of the Outputs. The existence of a payment model linked to KPIs shall not, under any circumstances, constitute a guarantee of performance, accuracy, quality, stability or absence of errors in the AI models used.

11.2. Payment for the Sabio AI Solution may be based, in whole or in part, on the successful outcome of the Interactions managed by the Sabio AI Solution. In such case, the criteria for establishing whether an Interaction is a Successful Interaction, as defined below, shall be defined and measured in accordance with the relevant Work Order or Service Provisioning Document

11.3. A "Successful Interaction" shall be understood to be only one that:

11.3.1. meets the thresholds, conditions and success criteria defined in the relevant WO or Service Provisioning Document to define a "Successful Interaction";

11.3.2. has been processed under normal technical conditions within the scope of the Sabio AI Solution; and

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- 11.3.3. is not subject to any of the exclusions provided for in paragraph 11.6.
- 11.4. In accordance with the terms of the relevant Work Order or Service Provisioning Document, the Client shall pay a base-rate applicable to all Interactions and a premium for Successful Interactions.
- 11.5. Interactions that cannot be objectively classified as successful or unsuccessful shall be excluded from the calculation of the overall Success Rate, as defined in the relevant Work Order or Service Provisioning Document . This shall not affect Client's liability to pay the base-rate applicable for the interaction managed via the Sabio AI Solution.
- 11.6. Exclusions from KPI calculation. Interactions affected by the following shall not be counted as successful or unsuccessful and shall be excluded from the variable price:
- 11.6.1. unavailability, degradation, behaviour variation or errors attributable to third-party AI models, external APIs or cloud infrastructure;
 - 11.6.2. configurations, integrations, business rules or data provided by the Customer or Customer inputs that are invalid, non-compliant or do not meet the technical requirements defined in the relevant WO or Service Provisioning Document.
 - 11.6.3. Customer inputs that are invalid, non-compliant or do not meet the technical requirements defined in the WO
 - 11.6.4. incidents of force majeure or infrastructure failures beyond Sabio's reasonable control.
- 11.7. KPIs will be measured and validated using the methodology described in the relevant Work Order. This will rely on records and metrics generated by the Sabio AI Solution. Not all Interactions shall be assessed and the Parties shall use sampling to measure performance against the KPIs. Joint reviews or validations of KPIs shall not grant the Client any right of access to the code, models, weights, architecture, internal configurations, internal prompts, methodologies or Supplier Materials.
- 11.8. Review, recalibration and adjustments of KPIs. KPIs may be reviewed and recalibrated without liability when:
- 11.8.1. the integrated Third-Party AI Models change and amendments to the underlying Sabio AI Solution are required as a consequence;
 - 11.8.2. the Client modifies its data, integrations, business rules or sources of truth;
 - 11.8.3. relevant regulatory changes occur;
 - 11.8.4. there are structural degradations not attributable to Sabio.

SCHEDULE 2 – SUPPORT SERVICES

This Support Schedule contains additional terms and conditions that govern Client's access to and Sabio's provision of the Support Services.

1. DEFINITIONS

Coverage Hours: means the Hours in which Sabio will work to resolve Faults, as set out in the Work Order or Service Provisioning Document.

Fault: means any material defect, error, failure or deviation from proper function and/or specification of the Supported System.

P1, P2, P3 and P4 Faults shall be as defined in the Work Order or Service Provisioning Document.

Service Restoration means the restoration of the Supported System (or the relevant part thereof) to good working order (which may or may not mean that the root cause of the Fault has been removed), which may be either a temporary or permanent fix or an agreed workaround which restores the Services to an acceptable level.

2. FAULT RESOLUTION

2.1 Sabio shall provide Support Services to resolve Faults (which may include referring Faults to Sabio's licensors), as soon as reasonably practicable within the Coverage Hours and the Service Restoration period applicable to the Fault to effect a Service Restoration, subject to the following provisions of this Schedule.

2.2 Sabio shall use reasonable endeavours to resolve any Fault which may only be fixed by Sabio licensor developing or deploying a software patch, which:

- a. has not been made available by Sabio's licensor at Sabio's request;
- b. has been developed by Sabio's licensor but is planned for a future maintenance window by Sabio's licensor; or
- c. requires an upgrade to the version or microservice of the underlying software being hosted by Sabio or Sabio's licensor at the time the Fault arises,

In this case, Sabio shall take reasonable steps to mitigate the impact of the Fault, seek a resolution from Sabio's licensor and keep Client regularly updated.

3. CLIENT'S RESPONSIBILITIES

Client shall:

- a. ensure that all Faults are reported to Sabio by Client's staff who have a good level of understanding and knowledge of Client's IT infrastructure and business practices and have at least completed authorised training for the Supported System;
- b. on reasonable request, promptly provide to Sabio all access which Sabio reasonably require (either remote or physical) to Client's location or equipment;
- c. provide such prompt assistance, decisions and information to Sabio as Sabio may require in order for Sabio to work to resolve the Fault;
- d. provide a service desk to coordinate requests from Client's users of the Supported System;
- e. Use reasonable endeavours to accurately categorise the Fault (using the incident categorisation table in the Work Order or Service Provisioning Document); and
- f. provide reasonable details of the Fault including its symptoms and effects (i.e. what is wrong, when it went wrong and how it differs from normal working service), the steps that caused the problem to occur and anything that has been done to try to resolve the issue.
- g. ensure and double check all network and firewall related configurations to ensure that Client's own underpinning configuration meets the Supported System requirements as set out in the Work Order or Service Provisioning Document and any related URL links to the Supported System.
- h. ensure that Client check all recent network, firewall and other 3rd party service provider changes which may have impacted the Supported System before logging a fault to Sabio.

4. EXCLUDED FAULTS

Sabio shall not be obliged to resolve Excluded Faults. Excluded Faults are Faults caused by:

- a. the use of defective or inappropriate handsets, headsets or other peripherals, in conjunction with the Supported System other than those supplied by Sabio or at Sabio direction;

- b. any defect or error in any software used upon or in association with the Supported System, excluding any software supplied by Sabio for use with the Supported System or that Sabio has agreed to maintain in a relevant Work Order;
- c. any accident or disaster affecting Client's location or equipment, including but not limited to fire, flood, water, wind, lighting, transportation, vandalism, burglary or act of terrorism;
- d. any modification, alteration, removal of or attachment to the Supported System which was not performed by or on behalf of Sabio;
- e. any work which it is impractical to perform due to a change in Client's location;
- f. a breach by Client of Client's obligations under this Agreement;
- g. failure of power or utility supply to Client's location;
- h. Client's equipment being faulty or at the end of its useful life; or
- i. Any network failure or network degradation outside of the span of control of Sabio or Sabio's licensor.

5. END OF LIFE

Where any Product, software or component reaches or is approaching end of life or end of support, Sabio shall have no obligation to provide Support beyond end of life unless expressly agreed in writing.

SCHEDULE 3 – NETWORK SERVICES SCHEDULE

This Network Services Schedule contain the additional terms and conditions that govern Client's access to and use of the Network Services.

Definitions

Calls means any of the following signal, message or communication which can be silent, visual (including text) or spoken

CLI means the calling line identity

CPS Service means the Carrier Pre-Selection service which reroutes Client's call to the destination number over Sabio network (or Sabio's sub-contractor's network)

Inbound Call Services means the supply of inbound numbers, call routing, monitoring and management tools as set out in the Work Order or Service Provisioning Document.

Outbound Call Services means the supply of a facility to make outgoing telephone calls.

SIP Trunk Service means the voice service which enables Client to receive and make inbound and outbound voice telephony calls.

SIP Trunk terms

Paragraph 1.1. to 1.5 apply when Client have subscribed to take SIP Trunk Services from Sabio, as more particularly set out in the Work Order.

- 1.1 The point of connection for the SIP Trunk Service is either a.) the pre-configured router provided by Sabio to Client. Sabio's responsibility does not extend to any equipment beyond this router, any or all of which shall be Client's responsibility. Or b.) connection into the AWS edge via a number of load balancers.
- 1.2 Sabio does not issue the IP address to be used with the SIP Trunk Service. Access to and use of this address is controlled by the internet authorities and its use is subject to any rules which they may prescribe. Sabio reserves the right to withdraw or change this address if for any reason the address ceases to be available.
- 1.3 Sabio reserves the right to increase the charges for the SIP Trunk Service on seven days written notice to Client if (a) its third party providers increase their charges to Sabio; and/or (b) any change in applicable law or regulations results in Sabio incurring additional costs.
- 1.4 Where a CLI is being presented, Client:
 - (a) must ensure that the CLI is of a national significant format, and that Client possess all necessary permissions in respect of the lines in question;
 - (b) must ensure that it has all necessary consents and permissions for its use as a CLI and that such consent has not been withdrawn;
 - (c) must ensure that, under the terms of the CLI code of practice, the CLI must be a number that is in use, connected to a terminal and capable of receiving calls;

- (d) acknowledge that Sabio has the right to suspend/withdraw use of the SIP Trunk Service if it is subsequently found that Client are in breach of this paragraph 1.4.
- 1.5 The SIP Trunk Service supports 999/112 public emergency call services and such calls will be routed to the national emergency call handling agents. However, connection to such services may not be possible if there is a service outage caused by loss of Client's connectivity to the internet for whatever reason. In such circumstances Client should use Client's fixed line telephony to make the emergency call. Furthermore, it may on occasions not be possible for emergency services personnel to identify Client's location and telephone number and so this information should be stated promptly and clearly by Client when making such a call. The Client acknowledges and agrees that the SIP Trunk Services are not intended for regular use of the SIP Trunk Services to support 999/112 public emergency calls. Sabio therefore reserves the right to terminate the supply of the SIP Trunk Services on one month's written notice in the event that Client's use of the SIP Trunk Services to place emergency calls renders all or part of the Work Order relating to the supply of SIP Trunk Services uneconomical or loss making.

Inbound Call Services

Paragraphs 1.6 to 1.9 apply when Client take Inbound Call Services from Sabio, as more particularly set out in the Work Order or Service Provisioning Document.

- 1.6 Sabio reserves the right to apply a:
- (a) monthly charge, for each inbound number which does not carry any traffic for any period of three consecutive months; and
 - (b) nominal monthly charge for each inbound number where the only Service Client take from Sabio is the Inbound Call Service.
- 1.7 Where Client takes a premium rate Inbound Call Service, Client agrees and acknowledges that use of this Service must comply with all relevant legislation, regulations, guidelines and codes of practice and that Sabio shall not be liable where use of this Service fails to so comply.
- 1.8 If an inbound number is withdrawn by a regulator or any of Sabio's suppliers for reasons beyond Sabio's control, Sabio reserves the right to recover the number(s) from Client immediately. Sabio shall use its reasonable endeavours to supply Client with another number.
- 1.9 Sabio reserves the right to offset any inbound rebates which may be due to Client against any amounts Client may owe to Sabio. Sabio reserves the right not to pay any inbound rebates until such rebates total a cumulative minimum of £5 in any month.

Outbound Call Services

Paragraphs 1.10 to 1.14 apply when Client take Outbound Call Services from Sabio, as more particularly set out in the Work Order or Service Provisioning Document.

- 1.10 Without prejudice to any other rights or remedies that Sabio may have, Sabio may terminate the provision of the CPS Service on not less than one (1) month's notice in writing to Client in which case Client shall pay to Sabio all arrears of fees in respect of the CPS Service up to the date of its termination.
- 1.11 Sabio shall, on one (1) week's written notice to Client, be entitled to delete CLIs which have not used the CPS Service in the previous six months except where the CLIs were provided under a line rental service.
- 1.12 All calls are to be routed over Sabio's network (or Sabio's sub-contractor's network) unless otherwise agreed. Should any calls be routed over any other network with or without the Client's knowledge, other than during a service failure or network outage of which Sabio has notified to Client or for any other reason, then Sabio reserves the right to bill the Client (and if billed, Client shall pay) for all of the costs and losses which Sabio has suffered or incurred as a result of the Client's breach of this paragraph.
- 1.13 Call rates for outbound calls are charged according to the banding used by Sabio's third party service providers from time to time. Client hereby acknowledges and agree that there may be occasions where a call type moves from one band to another band or Sabio's third party service providers change their charging structure and subsequently tariffs and charges for some of these call types may change, Sabio shall apply any such change from the first working day in the month following the change. Client acknowledges that Sabio may not always be able to give Client advance notice of such changes.
- 1.14 Any Calls that are routed other than by Sabio's provider or for any reason beyond Sabio's control and for which the Client are invoiced by another provider shall remain Client's responsibility. It is Client's responsibility to advise Sabio if Client receive invoices from other providers for services Client believe to be provided by Sabio, and Client

should advise Sabio as soon as Client receive any such invoices. Sabio shall not be liable for any loss or damages as a result of Client being invoiced by other providers (including but not limited to any perceived loss of savings).