

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 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 Products resold to the Client.

1.2. Order of Precedence

Without modifying the general contractual hierarchy established in the existing agreement between the Parties ("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 provided.

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 Schedule, "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.

“**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;

“**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.

“**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).”

“**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

“**Europe Zone**” means the European Economic Area and the United Kingdom;

“**Excluded Faults**” means those Faults listed in the Terms or Service Provisioning Document;

“**Fault**” has the definition given to it in the Terms or Service Provisioning Document;

“**Fees**” means the fees to be paid by the Client;

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

“**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.

“**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;

“**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;

“**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.

“**Party**” means the Client or Sabio as the context requires (together the “Parties”);

“**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);

“**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.

“**Sabio AI Services**” has the meaning set out above;

“**Services**” means the Support 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;

“**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.

“**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;

“**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.

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

3. Scope

- 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.
- 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 by 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 outside of the Europe Zone, such transfers shall be governed by the applicable mechanisms under the DP Laws.
- 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 paragraph 7.1 above, 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 paragraph 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 Terms or Service Provisioning Document, 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
 - 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.

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- 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.