CONVERSATIONAL AI SERVICE TERMS SCHEDULE

Soprano Design's Conversational AI platform is a subscription services to deliver chatbot, robotic process automation (RPA), live chat and ticketing solutions (the "Conversational AI Service" or the "Services"). Our Services include implementation packages to integrate with external sources of data, build conversations and create FAQs. This Conversational AI Service Terms Schedule overrides the other contractual documents to the extent of any inconsistency.

1. Service details

1.1. We will provide you with the Conversational AI Service plans, add-on and implementation package selected in the Application Form.

1.2. Where you have selected custom implementation, details of the services will be agreed in a separate Statement of Work.

1.3. We may update the terms of our Conversational AI Service Terms Schedule from time to time. We will take reasonable steps to notify you of any material changes, by way of a notice on our website, our Service portal, or via our invoices.

2. Third party material

2.1. The System may interface with websites, communication channels, and applications made available by third parties (Third Party Solutions). You acknowledge that your use of such Third Party Solutions is solely at your own risk, and we make no recommendation, representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to them. Your use of Third Party Solutions is subject to their terms and conditions, which you should review. You acknowledge that your agreement with the third-party provider governs the Third-Party Solution, and you agree to comply with any terms and conditions relating to such Third-Party Solutions. You understand that the third-party providers of any such Third-Party Solutions are exclusively responsible for them, including their uptime and availability and that we will not be liable for any downtime or delays associated with these Third-Party Solutions. Other than the System and the Services we offer, we are not responsible for the provision of any further software middleware, or other platform whatsoever, the provision of which is entirely your responsibility.

2.2. If you decide to connect our Services to a large language model ("LLM") owned by a third-party, this LLM shall be considered a Third-Party Solution and is not part of the Services. You or the third-party provider will retain full responsibility and liability for the LLM, including all related security and privacy obligations and AI model safety concerning data transferred to or utilized by the LLM. By enabling this connection, you authorise us to transfer data, including Personal Data, to the LLM to facilitate functional integration.

2.3. Any Open Source Software that we provide will be listed and made available on our customer portal and may be used according to the terms and conditions of the specific licence under which it is

distributed, but as between us and you it is provided on an "as is" basis..

3. Service usage

3.1. You must not use the Service, and are entirely responsible for ensuring third parties who use the Service (including your End-users) do not use it, to create, store, access, transfer to any third party or otherwise distribute any material which:

a) contains malware;

b) is unlawful or contains material which is harmful, obscene, defamatory, infringes any third party's rights including any third party's intellectual property rights;

c) is or contains material which is of a harassing or offensive nature;

d) contains sexually explicit or other offensive material;

e) promotes the use of unlawful violence against a person or property; or

f) is or contains material which is discriminatory based on race, origin, belief, sexual orientation, physical or mental disability, age or any other illegal category;

g) constitutes prohibited AI practices under any applicable AI Regulation, including but not limited to the EU AI Act;

h) involves high-risk AI activities under any applicable AI Regulation, including but not limited to the EU AI Act, unless you have provided written notification of the intended purpose, and we have expressly agreed to

such use in the corresponding SOW and/or Application Form.

3.2. In the event of a breach of clause 3.1 we may disable your access to the Services and/or suspend the Services.

3.3. You must at all times:

a) without prejudice to any other obligation, comply with our reasonable instructions in relation to the use of the System and the Services set out in the Documentation;

b) provide such information and assistance as we may reasonably require to perform our obligations and exercise our rights under our Contract with you;

c) ensure all information provided to us is complete and accurate;

d) comply with our Acceptable Use Policy as published from time to time on our website;

e) notify us without any delay of any problem and/or unexpected outcomes arising out of your use of the Services, including the Generative AI Feature;

f) use the Services responsibly and ethically at all times and in accordance with all applicable laws in force from time to time;

g) devote reasonable time and patience to understanding how to operate the Services and ensure that only staff who have adequately reviewed the Documentation shall operate the Services. Should you have any doubts as to the operation of the Services, including the Generative AI Feature, these shall

be raised as soon as practicable and in writing with us

3.4. You must provide any relevant information, instructions and assistance, including reasonable access to and cooperation by your personnel in order for us to deploy the System. We shall at our sole discretion be entitled to equip the Services, including the Generative AI Feature, with a means of recording information about their operation.

3.5. Without limitation, you represent and warrant to us that:

a) you have and will continue to comply with all applicable data protection legislation in respect of your use of the Services and any personal data that is processed;

b) you have obtained and will continue to obtain all consents, licences and permissions in relation to any personal data you use within the Services; and

c) you will implement appropriate human oversight of the use of the Services, including the Generative AI Feature, at all times. You shall review and validate all content generated by the Services before its use. We shall not be liable for any errors, inaccuracies, or legal issues arising from the content generated by the Services.

4. Exclusions

4.1. We provide the System without any responsibility, warranty or liability for the following matters:

a) use of the Services by your End-users;

b) the inputting of the Client Data;

c) the taking of back-ups of the Client Data;

d) your failure to fulfill any of the responsibilities in clauses 3.3 and 3.4;

e) unless specified otherwise in the SOW, integration of the Services with any software or systems used by the Client or its End-users;

f) non-material errors or defects in the Services;

g) compatibility of the Services with any particular software or hardware unless agreed between us; and

h) that the Services shall meet your individual needs, whether or not such needs have been communicated to us.

4.2. You acknowledge that the services we provide, including the Generative AI Feature, are off the shelf solutions made available to our customers generally and that we are not making a bespoke service available specifically for your individual requirements. Our Services have not been trained or tested for any particular use by you, and no further warranties or undertakings are provided regarding the operation, adequacy, training or testing of the Services for your intended purpose. Any warranties, conditions, or terms as to fitness for purpose or satisfactory quality are excluded.

5. Intellectual Property and Privacy

5.1. Where you have provided any designs or specifications for modification of the System at your request and regardless of whether you have paid us any Charges to do so:

a) the Intellectual Property Rights in the modified System shall be our sole property (to the extent

that such rights were not already owned by us) and you hereby assign any and all rights that you may have to the same and waive or shall procure the waiver of any and all moral rights in the same; and

b) you warrant that the use of those designs or specifications for the modification of the System shall not infringe the rights of any third party.

5.2. Client Data shall at all times remain your property. We have no routine control over any Client Data hosted as part of the provision of the Services and we will not actively monitor or have access to its content, except in circumstances where access is necessary for maintenance, troubleshooting, compliance with applicable law or investigation of suspected anomalies in the use of the Services. Given the nature of machine learning and AI tools, you acknowledge that the Output may not be accurate, may not reflect the Inputs and may not be fit for the purpose that you intend to use the Outputs. You are exclusively responsible for the accuracy, quality, integrity, relevance and legality of the Client Data, including the Inputs and Output, and that its use complies with all applicable laws, principles and Intellectual Property Rights. The type and extent of the Client Data will be described in the SOW.

5.3. We are not obliged to provide you with any assistance extracting, transferring or recovering any data whether during or after the Term, although we may do so as part of the Services we agree with you or otherwise from time to time

provide this function. You acknowledge that you are ultimately responsible for maintaining safe backups and copies of any Client Data, including as necessary to ensure the continuation of your businesses.

5.4. Notwithstanding any other provision of this Conversational AI Service Terms Schedule and the Contract you permit us to extract aggregated anonymised data from the System, including from the Client Data and Personal Data, for our own business purposes to develop and improve the System; and to provide such aggregated anonymised statistical data to third parties provided always that no personally identifiable information shall be disclosed.

5.5. You acknowledge that the Service is hosted and all Client Data will be stored on cloud-based infrastructure within the European Economic Area unless your company is based in the United Kingdom, in which case the Service and your Client data is hosted on cloud-based infrastructure in the United Kingdom.

5.6. You grant us the right to use aggregated anonymised data from the System in marketing, sales, financial, potential transactions and public relations materials and other communications.

6. Definitions

AI Regulation/s means any present or future statutes, laws, regulations, guidance, regulatory principles or other requirements that are applicable to the development, deployment or use

of the Services, including without limitation, the EU AI Act and the UK's AI Regulatory Principles;

Client Data means all data, information, and conversations made by End-users when interacting with the System, and other materials in any form uploaded or inputted to, or extracted from, the System by or on behalf of the Client or its End-users;

Documentation means the document made available to you by us which sets out a description of the Services and the user instructions for the Services and System;

End-user means any person, whether your employee, contractor or otherwise, authorized by you to use your account;

EU AI Act means Regulation (EU) 2024/1689 of the European Parliament and of the Council of 13 June 2024;.

Generative AI Feature means our artificial intelligence functionality that uses specialised machine learning models to generate human-like text in reaction to commands (or prompts) provided by users, with potential future expansions to include other types of content such as audio, images, video or computer code. The Generative AI functionality is not mandatory and requires activation by your authorised representative to be made available to your users. The Services may be used without enabling the Generative AI Feature;

Inputs means any content, materials, text, prompts, data and information (including personal information) that you upload, enter, post, transfer or otherwise provide or make available for processing by or through the Generative AI feature;

Open-Source Software means any software licensed under any form of open source licence as described in the Documentation, or anything similar included or used in the Services or the System;

Output means the information, data, materials, text, works or other content generated and returned to you via the Generative AI functionality as a result of the Inputs;

Service/s means the provision of any Soprano hosted services as described in the Application Form and/or SOW, or additions or amendments to them, which includes provision of the System but excludes any Third-Party Solutions;

Statement of Work or **SOW** means the statement of work and/or quotation we give you describing the Services incorporating and subject to this Conversational AI Service Terms Schedule and the Contract;

System means our cloud-based chatbot infrastructure, messaging and data analysis and reporting platform incorporating Soprano NLP , excluding any other Third Party Solutions and/or connected services;

Third Party Solutions means any products, services, channels or platforms provided by entities other than us or our affiliates which may be integrated with, accessed through or used alongside our Services.

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