# Synergy Education Management System

## Additional Terms

### Applicable Additional Terms

The Additional Terms applicable to this Access Product are available in Appendix 2.

Use of the product is subject to the Service Level Agreement attached in Appendix 1.

# Appendix 1 - Service Level Agreement

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**Servelec is now The Access Group**
Following The Access Group's acquisition of the Servelec group of companies, all Servelec businesses transferred to Access UK Limited on 1 March 2022.

# Abacus, Core+, Synergy

## Service Level Agreement

12th April 2022

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Please note that any capitalised terms used within this Support Charter shall have the meanings provided within Section 1 Application Support or otherwise within the text. Any definitions provided outside of this Support Charter (and elsewhere within the agreement between The Access Group and the Customer) shall not apply to this Support Charter.

Access UK Ltd.
The Old School, Stratford St.Mary
Colchester, Essex
CO7 6LZ, United Kingdom

T 01206 322 575
T 0845 345 3300
F 01206 322 956
E info@theaccessgroup.com

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# Revision History

| Version | Date | Description |
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| 1 | 12 April 2022 | Access Branding Applied |
| 2 | 01 March 2023 | Change in contact detail |
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# 1. Application Support

1.1. The Company shall provide the Application Support from the date of installation of the relevant Licensed Programs.

1.2. Application Support shall only be provided during Working Hours and on Working Days, unless otherwise agreed in writing between the parties (and subject to any additional applicable costs).

1.3. The Customer shall ensure that its Users have completed training in relation to the Licensed Program Materials to the required standard of competence in accordance with the provisions of Part A prior to accessing Application Support. If, in the Company's reasonable opinion, the Customer's Users are not properly and adequately trained, the Company shall not be required to provide Application Support to such individual.

1.4. The Company shall only provide Application Support in respect of the latest version of the Licensed Programs (or one of the two preceding versions thereof).

1.5. The Company shall provide the Customer with contact details to access Application Support via the Company's Service Desk.

1.6. Application Support shall comprise the following services provided by the Company to the Customer:

1.6.1. the provision of reasonable information and advice via the Company's Service Desk on the Use of the Licensed Programs;

1.6.2. the provision of reasonable information and advice via the Company's Service Desk on the forthcoming Releases of the Licensed Programs;

1.6.3. service delivery options of telephone, email, Support Portal and remote access methods (using reasonable endeavours to meet the Customer's preferred method);

1.6.4. subject to paragraph 1.8, upon the Customer's notification via the Service Desk, the diagnosis of incidents in the Licensed Programs and the rectification (in accordance with paragraph 1.2) of such incidents remotely (or, if the Company considers necessary, by attendance on Site) by the issue of fixes (including without limitation Patches) in respect of the Licensed Programs and the making of all necessary consequential amendments (if any) to the Program Documentation;

1.6.5. the creation and dispatch to the Customer from time to time, at the Company's sole discretion, of fixes (including without limitation Patches) in respect of the Licensed Programs; and

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1.6.6. upgrades to the Licensed Programs, where the Agreement includes the sale of Hosted Services or where this Agreement specifies that "Managed Services" are included. Upgrades will usually take place during Working Hours and, where the Customer requires upgrades outside of Working Hours (and where agreed with the Company), additional charges may be applicable.

1.7. For the avoidance of doubt, the terms of this Schedule do not cover the provision of training or consultancy which does not comprise Application Support.

1.8. The Customer shall notify the Company via the Service Desk as set out in paragraph 1.6.4 above to provide a detailed description of any Incident requiring Application Support and the circumstances in which it arose forthwith upon becoming aware of the same. The Customer shall provide such additional information or assistance as may be required to:

1.8.1. enable the Incident to be classified by the parties in accordance with paragraph 1.9;

1.8.2. enable the Company to replicate the Incident;

1.8.3. enable the Company to have remote access to investigate and/or to resolve the Incident.

1.9. Application Support shall be provided in accordance with the following procedure depending on the designation of the Incident. For definitions see Part E section 1 of this document:

1.9.1. if it is agreed that an Incident is **Critical Priority**, the Company shall Respond within a target of 30 minutes during a Working Day, assign a priority 1 status and then the Company shall use all reasonable endeavours, within 1 Working Day of such agreement (or sooner if reasonably practicable), to supply reasonable and appropriate instructions to the Customer, which are intended to either provide a workaround for the Incident or provide a correction;

1.9.2. if it is agreed that an Incident is **High Priority**, the Company shall Respond within a target of 1 Working Hour, assign a priority 2 status and then the Company shall use all reasonable endeavours, within 5 Working Days of such agreement (or sooner if reasonably practicable), to supply reasonable and appropriate instructions to the Customer, which are intended to either provide a workaround for the Incident or provide a correction;

1.9.3. if it is agreed that an Incident is **Medium Priority**, the Company shall Respond within a target of 1 Working Hour, assign a priority 3 status and then the Company shall use all reasonable endeavours, within 20 Working Days of such agreement (or sooner if reasonably practicable), to supply reasonable and appropriate instructions to the Customer, which are intended to either provide a workaround for the Incident or provide a correction in a future Release of the Licensed Programs; and

1.9.4. if it is agreed that an Incident is **Minor Priority**, the Company shall Respond within a target of 1 Working Hour, assign a priority 4 status and then the Company shall use all reasonable endeavours to schedule for this Incident to be rectified in a future Release of the Licensed Programs.

1.10. For the purposes of paragraphs 1.9.1 to 1.9.3 inclusive:

1.10.1. the periods of time referred to therein in relation to the provision of a workaround or a correction shall commence at such time as the Customer has logged the Incident (in accordance with paragraph 1.8) if the Incident is logged during Working Hours, or otherwise when Working Hours next commence . The

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time calculated to provide a workaround or correction shall exclude any time that the Company is dependent on a response from the Customer;

1.10.2. where the Company has provided instructions to provide an acceptable workaround for the Incident, it shall as soon as reasonably practicable thereafter provide a correction;

1.10.3. in the event that the Company cannot identify a workaround for the Incident or provide a correction within the timescale referred to in paragraph 1.9, it shall notify the Customer of the date by which it reasonably believes it shall provide a workaround for the Incident or provide the correction and shall use reasonable endeavours to achieve such date; and

1.10.4. the Company shall notify the Customer of the extent to which any Release contains any Patches or other fixes carried out by the Company pursuant to the terms of this Support Charter.

1.11. For the purposes of paragraphs 1.10.1 to 1.10.4 (inclusive):

1.11.1. if it is agreed that an Incident designation is to be uplifted, the time to provide a workaround or resolution will equal the target resolution time for the uplifted Incident designation without deduction;

1.11.2. if it is agreed that an Incident designation is to be downgraded, the time to provide a workaround or resolution will equal the target resolution time for the downgraded Incident designation without deduction;

1.11.3. if an acceptable workaround is provided, the Incident designation will be downgraded accordingly, although the Customer shall retain the right to escalate the designation in accordance with paragraph 2, should the Customer feel such downgrading is not applicable;

1.11.4. if the parties, acting with due diligence, are unable forthwith to agree on the designation of an incident reported by the Customer pursuant to paragraph 1.7 the Company shall, acting reasonably, designate the initial level of incident as Priority 2 and references to "agreed" and "agreement" in paragraphs 1.10.1 to 1.10.4 shall be deemed to refer to the designation of the Incident by the Company; and

1.11.5. in the event that the Customer disagrees with the Company's designation of the Incident pursuant to paragraph 1.6.4, it shall be entitled to escalate the designation in accordance with the provisions of paragraph 2.

1.12. Notwithstanding the other provisions of this paragraph 1, the Company shall not be liable for any failure to perform any of its obligations hereunder if such failure is due directly or indirectly to the failure by the Customer to maintain or use its Infrastructure in accordance with the guidance set out in the Infrastructure Requirements. The Company may, at the request of the Customer and in the Company's sole discretion, remedy such failure by the Customer subject to the Customer paying any additional reasonable applicable charges.

1.13. Application Support shall not include the diagnosis and rectification of any Incident resulting from:

1.13.1. the improper use, operation or neglect of either the Licensed Program Materials or the Infrastructure upon which the Licensed Programs are installed;

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1.13.2. the modification of the Licensed Program Materials or their merger or integration (in whole or in part) with any other software except where such modification, merger or integration is carried out by the Company or with the Company's prior written consent;

1.13.3. the use of the Licensed Program Materials on inappropriate Infrastructure or by Users who have used the Licensed Programs without receiving training from the Company or an "accredited" User of the Licensed Programs in accordance with Part A of this Schedule 1;

1.13.4. the failure by the Customer to implement recommendations in respect of, or solutions to, Incidents previously advised by the Company;

1.13.5. the failure by the Customer to promptly upgrade the Licensed Programs to a more recent version where advised by the Company;

1.13.6. any repair, adjustment, alteration or modification of the Licensed Program Materials by any person without the Company's prior written consent;

1.13.7. any breach by the Customer of any of its obligations under any maintenance agreement in respect of the Infrastructure upon which the Licensed Programs are installed;

1.13.8. the use of the Licensed Program Materials for a purpose either for which they were not designed, or which was not specified by the Customer to the Company prior to delivery of the Licensed Program Materials to the Customer;

1.13.9. the failure of any hardware;

1.13.10. any failure by the Customer to provide and maintain the arrangements referred to in paragraph 1.15;

1.13.11. the Customer failing to use the latest version of the Licensed Programs (or one of the two preceding versions thereof);

1.13.12. the provider of third party software used within the Infrastructure upon which the Licensed Programs are reliant on ceasing to support such third party software;

1.13.13. the use of the Third-Party Software (provided that the Company shall use reasonable endeavours to provide a workaround in respect thereof in consultation with the owner of such Third-Party Software); or

1.13.14. any erroneous modification or erroneous import of data (including any modification or import of data outside of the permitted data categories for the relevant functionality of the Licensed Programs).

1.14. The Company may, upon request by the Customer, continue to provide Application Support notwithstanding that the incident results from any of the circumstances described in paragraphs 1.13.1 to 1.13.14 above. The Company shall in such circumstances be entitled to charge at its then prevailing day rate for the provision of Application Support and any Additional Services required.

1.15. In order for the Company to be able to provide Application Support to the Customer, it will be necessary (and is a condition of this Agreement) for the Customer:

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1.15.1. to ensure that appropriate arrangements are put into place to allow remote access to the Licensed Programs within the Infrastructure in accordance with the Customer's remote access security policies (where acceptable to the Company), or where remote access is not possible, to provide physical access to such premises of the Customer as the Company shall reasonably require (where such a visit may be deemed chargeable) and provided that the periods of time referred to in paragraphs 1.8.1 to 1.8.3 shall not commence until such access (whether remote or otherwise) has been provided, unless the instruction or requirement can be performed by the Customer at the direction of the Company; and

1.15.2. to continue to maintain any Infrastructure Requirements in accordance with the minimum operating requirements from time to time as notified by the Company or any provider of Third Party Software.

# 2. Service Availability Thresholds

2.1. The Customer shall be entitled to escalate any disagreement as to a designated Incident level (as referred to in paragraph 1.9), any concerns regarding the Licensed Program Materials, service, implementation, or customer support to the Service Desk or Support Engineer (within 1 Working Hour of the Incident level being designated by the Company). Thereafter, if the Customer remains dissatisfied with the designated Incident level, it shall be entitled to escalate the dispute to the following employees of the Company:

| Escalation Level | Live Services |
|---|---|
| 1 | Support Team Lead |
| 2 | Support Manager |
| 3 | Head of Support |

# 3. Assumptions, Dependencies and Exclusions

1. There will be no requirements for data migration from the existing solution (unless otherwise agreed).

2. The Customer is responsible for the provision of suitable Infrastructure in accordance with the Infrastructure Requirements provided by the Company as a platform for the Licensed Programs.

3. The Customer is responsible for the provision of end user client access licences for any third party software where required.

4. The Customer is responsible for the provision, installation and maintenance of the following at each of the Customer locations where end users are accessing the Licensed Programs:

   4.1. WAN/LAN infrastructure and associated hardware;

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4.2. Firewall protection for all Customer managed connections; and

4.3. Any Customer dependencies contained in the Infrastructure Requirements.

5. The Customer is responsible for local customisation of the Licensed Programs, except where otherwise agreed.

6. The Customer is responsible for ensuring there is a functioning and secure method of remote access.

7. The Customer is responsible for the provision of suitable training facilities for end user training and for Company delivered training courses. The Customer is responsible for ensuring the Licensed Programs are available and ready to use within the training environment.

8. The Customer is responsible for end user training where a train the trainer approach is taken to implement the Licensed Programs.

9. The Customer will provide project management and will co-ordinate Customer activities with the allocation of appropriate staff.

10. The Customer is responsible for testing updates to the Licensed Programs in accordance with agreed timescales.

11. The Customer is responsible for implementing statutory changes where the Company advises a solution through local configuration.

12. The Customer is responsible for ensuring that any device used to access the Licensed Programs is provided in accordance with the Infrastructure Requirements provided by the Company.

13. The Customer is expected to take all reasonable precautions to ensure that any Customer software is free of viruses in the same way as the Company is expected to take precautions that viruses are not introduced. The Customer is responsible for supplying and maintaining anti-virus software to be installed on client workstations. The Customer will implement anti-virus software based on recommendations and constraints identified by the Company.

# 4. Hosting Services Support Charter

This part forms part of the license terms and should be read in conjunction with the agreement.

This part details the provision of Hosting Services by the Company, and for the avoidance of doubt does not cover the provision of Application Support.

**1. Definitions**

Definitions in the license terms apply, and in addition the following expressions shall carry the following meanings:

| | |
|---|---|
| **"Availability"** | any time when the Licensed Program Materials are not Unavailable and "Available" shall be construed accordingly; |

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| | |
|---|---|
| **"Maintenance"** | Includes (but not limited to):<br><br>all regularly scheduled error corrections, software updates and those upgrades limited to improvements or necessary configurations to the Licensed Programs described in the Specification;<br><br>updates to, or necessary configuration of, any Third Party Software;<br><br>maintenance of the Production Infrastructure and/or the Non-Production Infrastructure; |
| **"Maintenance Window"** | means scheduled Maintenance events which are notified to the Customer by the Company in advance |
| **"Monitoring"** | the Company maintaining the required levels of service for the Hosting Services through its continual monitoring of procedures and measurements and implemented through use of tools; |
| **"Month"** | A calendar month; |
| **"Non-Production Infrastructure"** | any of the Company's physical and digital components that are required to operate a non-Production Environment; |
| **"Priority Level"** | the priority level which the Company assigns to any issue causing Unavailability in accordance with Paragraph 4.10; |
| **"Production Environment"** | The Company's Production Environment that supports the Licensed Program Materials (including operating systems) which is the subject of the Services; |
| **"Production Infrastructure"** | the Company's physical and digital components (including operating systems) that are required to operate the Production Environment, and which directly support the Use of the Licensed Program Materials (but does not include all or any part of the Non-Production Infrastructure); |
| **"Response Time"** | the period of time set out in Paragraph 4.2, calculated from Unavailability Commencement, within which the Company shall contact the Customer to discuss any issue causing Unavailability; |
| **"Scheduled Planned Outages"** | a period of Unavailability which is pre-arranged and communicated to the Customer to ensure continual maintenance and security of the Hosting Services; |
| **"Target Response Time"** | the period of time set out in the table at Paragraph 4.10, calculated from Unavailability Commencement, within which time period the Company shall contact the Customer to discuss any issue causing Unavailability; |

**2. Hosting Services and Monitoring**

The Company shall provide the Hosting Services and Monitoring in accordance with the terms of this Part 4. This Schedule shall prevail in the event of any conflict with the provisions of the agreement.

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**3. Availability**

The Company will aim for a target of 99.5% Availability for the Service (if Hosted by the Company), measured during Working Hours each Month but excluding Scheduled Planned Outages. The target of Availability shall not take into account any period of Unavailability set out in paragraph 3.2.

For the purposes of the Availability set out in Paragraph 3.1 above, any period of Unavailability which is during Working Hours and which is:

1. caused by any software or infrastructure (whether belonging to the Company or a third party) that is not within the Production Environment or otherwise not provided by the Company;

2. classed as emergency Maintenance in accordance with paragraph 4.9;

3. during any period of Maintenance performed at the request, or with the consent, of the Customer;

3.2.4 caused by maintenance activities performed by the Customer or its employees, agents or contractors;

3.2.5 during any periods when the Company is performing Maintenance if the Maintenance is reasonably necessary to maintain the security or operation of the Production Environment or those of other customers; or

3.2.6 caused by denial of service attacks, virus attacks, hacking attempts, or any other circumstances constituting Force Majeure;

3.2.7 shall be disregarded, and the Company reserves the right to charge the Customer, on a time and material basis at its then prevailing rates, for any work which the Company undertakes to restore Availability where any of the circumstances set out in Paragraphs 3.2.2, 3.2.4 and 3.2.5 occur.

**4. Maintenance**

**Maintenance Events**

Support for additional features developed by the Company, as requested by the Customer, may be purchased separately at the Company's then current rates.

The Company shall maintain and update the Licensed Programs. Should the Customer determine that the Licensed Programs include a defect; the Customer may at any time file error reports. During maintenance periods, the Company may, at its discretion, upgrade versions, install error corrections and apply patches to the hosted systems. The Company shall use all reasonable endeavours to avoid unscheduled downtime for the maintenance of the Licensed Programs.

The Company’s obligation to maintain the Licensed Programs cannot and does not guarantee or imply that the Customer will have uninterrupted operation or use of the Licensed Programs.

To assist the Company in minimising any delay in carrying out its obligations, the Customer is recommended to keep records of any faults and corrective measures undertaken in connection with the Licensed Programs and will provide such records to the Company on request.

**Routine Maintenance**

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The Company shall use reasonable endeavours to provide the Customer with reasonable notice of any planned Maintenance.

The Company shall use reasonable endeavours to carry out Maintenance outside of Working Hours.

Subject to paragraph 4.9, the Company may carry out Maintenance during Working Hours with the Customer's consent.

The Company shall at all times endeavour to keep any service interruptions to a minimum.

**Emergency Maintenance**

The Company may carry out Maintenance involving critical system changes with as much notice as reasonably possible to the Customer but without the Customer's prior consent where the Maintenance cannot wait for a Maintenance Window as it may risk the security and/or the stability of the Licensed Programs if not addressed immediately.

# 5. Service Level KPIs

**1. Incidents**

| Incident Priority and Definition | Key Performance Indicator | Service Level Performance Period |
|---|---|---|
| **Priority 1 - Critical Priority Incident**<br><br>'an incident where the Licensed Programs are used in a production environment which results in all of the Licensed Programs being totally non-operational, preventing the Customer from operating the business for which the Licensed Program Materials were purchased, or any incident that puts a legal or statutory requirement at imminent risk. "Critical Priority" shall be interpreted accordingly' | Response time within **30 minutes**, resolution time within **1 working day** | Monthly |
| **Priority 2 – High Priority Incident**<br><br>'an incident where the Licensed Programs are used in a production environment affecting any part of the Licensed Programs which does not constitute a Critical Priority Incident but results in a loss of significant functionality in the Licensed Programs or significantly interferes with a material part of its business for which the Customer purchased the Licensed Programs. "High Priority" shall be interpreted accordingly' | Response time within **1 hour**, resolution time within **5 working days** | Monthly |
| **Priority 3 – Medium Priority Incident**<br><br>'an incident where the Licensed Programs are used in a production environment which is agreed to be important by the Company and the Customer but does not constitute a Critical Priority Incident or a High Priority Incident. "Medium Priority" shall be interpreted accordingly' | Response time within **1 hour**, resolution time within **20 working days** | Monthly |
| **Priority 4 – Minor Priority Incident**<br><br>'an Incident where the Licensed Programs are used in a production environment which is agreed to be minor by the Company and the Customer, but does not | Response time within **1 hour**, resolution time | Monthly |

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| Incident Priority and Definition | Key Performance Indicator | Service Level Performance Period |
|---|---|---|
| constitute a Critical Priority Incident, High Priority Incident or Medium Priority Incident. "Minor Priority" shall be interpreted accordingly' | on a reasonable endeavours' basis | |

1.1 Services Hours means Monday to Friday 08.00 to 18.00 excluding English public holidays.

1.2 Resolution of an incident shall be measured from the point in time at which a fix or workaround is made available by Servelec. It is the customer's responsibility to confirm the resolution, at which point the incident is closed and the Service Level will be measured.

1.3 Service levels shall apply in respect of the Customer's production instances only. Support services in respect of non-production instances shall be on a reasonable endeavours' basis.

1.4 For the purposes of measuring response/resolution times, any time occurring during the following shall be excluded:

1.4.1 Any periods of time falling outside of the Services Hours

1.4.2 Any periods of time during which Servelec is awaiting further (requested) information/data from the customer, or is otherwise awaiting any access that it has reasonably requested

**2. Application Availability Thresholds**

2.1 Where Servelec is providing managed hosting services also, the agreed threshold for application availability through the Servelec Hosted system in any month is **99.5%.**

# Appendix 2 - Access Health, Support and Care Licensing Terms and Conditions

**Reference:** HSC2026-2

**Date:** 21/08/2026

**Applicable Products:** Access Abacus, Access APFM, Access Core+, Access LG Finance, Access Mosaic, Access Oceano, Access Rio, Access Synergy

These Licensing Terms and Conditions form part of the Agreement between Access UK Ltd ("Access") and the licensee ("Customer") for the provision of the Licenced Programs.

## 1. Definitions

**"Agreement"** means the contract, framework call-off, purchase order, or other agreement pursuant to which the Customer has procured the Licensed Programs.

**"Documentation"** means the user manuals, technical documentation, online help files, and other materials provided by Access relating to the Licensed Programs, as updated from time to time.

"Licensed Programs" means the Access proprietary software for the Applicable Products as specified in the Agreement, including all updates, modifications, and new versions made generally available by Access.

"Permitted Configuration" means configuration of the Licensed Programs using the tools and methods specified in the Documentation.

**"Schedule"** means Schedule 1 to these Licencing Terms, which is appended to, forms part of, and is incorporated by reference into, these Licencing Terms.

"Warranted Environment Specification" means the minimum infrastructure specification requirements notified by Access from time to time for the operation of self-hosted Licensed Programs.

## 2. Licence

**2.1.** In consideration of and conditional upon the payment of the full payment of the fees due under the Agreement to Access (on the terms set out in the Agreement) Access grants Customer a non-exclusive, revocable, non-transferable right, without the right to grant sub-licences, to use the Licenced Products. Such right shall commence on the provision of the Licenced Products and shall continue for the Agreement's term.

**2.2.** The Customer shall use the Licensed Programs only in accordance with the usage parameters and restrictions specified in the Agreement and the Documentation.

**2.3.** Access reserves the right to add, modify, and discontinue features of the Licensed Programs. In relation to any material feature changes, Access will use commercially reasonable efforts to provide reasonable notice, except where changes are required to address security issues, legal compliance, or are economically or technically necessary.

**2.4.** Access reserves the right, at its discretion, to remotely access the Licenced Programs' systems and conduct audits to assess whether the Customer's use of the Licensed Programs exceeds any applicable usage thresholds provided for in the Agreement.

**2.5.** Access shall supply the Licensed Programs in accordance with the Service Level Agreement as specified within the Agreement.

**3. Restrictions on Use**

**3.1.** The Customer shall not, and shall not permit any third party to:

(a) modify, adapt, or create derivative works of the Licensed Programs, except through Permitted Configuration;

(b) reverse engineer, decompile, or disassemble the Licensed Programs, except to the extent such restriction is prohibited by applicable law;

(c) remove or alter any proprietary notices on the Licensed Programs or Documentation;

(d) access the Licensed Programs to build a competing product or service;

(e) directly access, modify, or delete data in the underlying databases except through the user interface or documented APIs;

(f) circumvent any security, access controls, or usage rules embedded in the Licensed Programs.

**4. Third Party Access**

**4.1.** Unless the Agreement explicitly provides otherwise, the Customer shall not share or make available the Licensed Programs to any third party without Access's prior written consent, such consent not to be unreasonably withheld or delayed.

**4.2.** To the extent the Agreement or Access permits access pursuant to Clause 4.1, the Customer may share access to the Licensed Programs with: (i) other local authorities or public sector organisations for shared services or integrated service delivery; (ii) shared service providers operating on behalf of local authority or public sector bodies; and (iii) third parties to whom the Customer has lawfully outsourced services, provided such third parties agree to comply with these restrictions. The Customer shall notify Access of such sharing arrangements.

**5. Intellectual Property**

**5.1.** Access and its licensors retain all right, title, and interest in and to the Licensed Programs, including without limitation all intellectual property rights therein. This includes all modifications, enhancements, upgrades, customisations, configurations, derivative works, and any other changes to the Licensed Programs, whether made by Access, the Customer, or any third party. The Customer acquires only the limited licence rights expressly granted in the Agreement, and no other rights are granted by implication or otherwise.

**6. Configuration**

**6.1.** The Customer may configure the Licensed Programs to the extent specified in the Documentation and the Agreement as Permitted Configuration.

**6.2.** The Customer is responsible for the accuracy and appropriateness of any configuration it performs. Access's support obligations do not extend to issues arising from Customer's configuration choices which are inconsistent with the Documentation or Access' recommendations.

**7. Self-Hosted Customers**

This Clause 7 applies only where the Customer hosts the Licensed Programs on its own or third-party infrastructure (i.e. not Access-hosted SaaS).

**7.1.** The Customer is permitted to make such copies of the Licenced Programs as reasonably required for the purposes of bona fide operational purposes, security and backup only and shall ensure that such copies are marked as proprietary to, copyright of, and licensed by Access.

**7.2.** The Customer shall not make any other copies of the Licenced Programs or Documentation other than for usage parameters and restrictions specified in the Agreement and the Documentation without Access' written permission.

**7.3.** The Customer shall ensure that its infrastructure meets or exceeds the Warranted Environment Specification. Access's support obligations and any performance warranties are conditional upon the Customer maintaining the Warranted Environment Specification.

**7.4.** The Customer is responsible for the provision, maintenance, and security of its own infrastructure, including servers, networks, operating systems, and connectivity. Access shall not be liable for any degradation in performance, functionality, or availability of the Licensed Programs to the extent caused by the Customer's failure to maintain the Warranted Environment Specification.

**7.5.** Access shall make upgrades, updates, and new releases of the Licensed Programs available to the Customer in accordance with the Agreement.

**7.6.** Installation of upgrades, updates, or new releases on Customer-hosted infrastructure may be subject to additional charges as set out in the Agreement or as otherwise agreed between the parties.

**7.7.** The Customer shall, in accordance with good industry practice:

(a) implement and maintain appropriate measures to prevent the introduction of viruses, malware, or other harmful software into the Licensed Programs and associated systems;

(b) maintain current anti-virus and anti-malware protection on all systems used to access or host the Licensed Programs; and

(c) promptly notify Access of any security incident affecting the Licensed Programs.

**7.8.** Access reserves the right, on reasonable notice and during normal business hours, to audit the Customer's premises and systems to verify compliance with the licence terms, including verification of the Warranted Environment Specification and the number of copies of the Licensed Programs in use. The Customer shall provide reasonable cooperation with any such audit.

**8. Customer Obligations**

**8.1.** The Customer shall:

(a) use the Licensed Programs in compliance with applicable laws and regulations;

(b) ensure all authorised users comply with these Product Licensing Provisions;

(c) implement reasonable security measures and notify Access promptly of any security breach or unauthorised access;

(d) maintain accurate records demonstrating compliance with usage parameters and cooperate with any compliance audits conducted in accordance with the Agreement;

(e) ensure the security and confidentiality of all log-on identifiers, including usernames, passwords, or any other credentials assigned to, or created by, the Customer or any authorised user. The Customer acknowledges and agrees that it will be solely responsible for all activities that occur under such identifiers and shall promptly notify Access upon becoming aware of any unauthorised access to or use of any Licensed Programs; and

(f) where multi-factor authentication ("MFA") is available for the Licensed Programs, ensure that MFA is enabled in accordance with Access's recommendations.

**9. Critical Upgrades**

**9.1.** The Customer acknowledges that Access may recommend updates to the Licensed Programs to reflect continual improvements to functionality, security, safety, and regulatory compliance. The Customer further acknowledges that some updates to the Licensed

Programs may be critical to the security or functionality of the Licensed Programs and/or the personal data processed therein ("Critical Upgrade"). Where Access, acting reasonably, communicates to the Customer that a Critical Upgrade is required, the Customer agrees to proactively engage and implement such upgrade within the timeframe specified by Access.

**9.2.** If the Customer fails to implement a Critical Upgrade within the specified timeframe, the Customer acknowledges this may result in:

(a) limited technical support availability for the affected Licensed Programs; and

(b) increased vulnerability to security risks.

**10. AI Features**

**10.1.** Where any Licensed Program includes functionality that uses machine learning or other artificial intelligence ("AI Features"), the Customer's use of those AI Features is additionally subject to the AI Terms incorporated by reference into the Schedule.

**10.2.** The Customer's use of the Licensed Programs generally (including but not limited to any AI Features) is subject to the Acceptable Use Policy incorporated by reference into the Schedule.

**10.3.** Where the Customer is licensed to use agentic AI functionality referred to in clause 2 of Schedule 1, such use shall also be subject to the AI Fair Use Policy, which is incorporated into this Schedule by reference.

**10.4.** The Schedule is incorporated into, and forms part of, these Licencing Terms. As between the Schedule and the rest of these Licencing Terms, the Schedule shall prevail in relation to AI Features to the extent of any conflict; in all other respects, Clause 11.1 governs precedence as between these Licencing Terms and the Agreement.

**10.5.** Terms used in the Schedule and not defined in these Licencing Terms take the meaning given to them in the Schedule. Unless the context in the Schedule requires otherwise: "Products and Services" means the Licensed Programs; the "Agreement" mean these Licencing Terms and the wider Agreement of which they form part; and "you", "your", "we", "us" and "our" correspond respectively to the Customer and Access as those terms are used in these Licencing Terms.

**10.6.** The AI Terms, Acceptable Use Policy and AI Fair Use Policy are incorporated by reference to the versions Access publishes at the URLs in the Schedule.

**11. General**

**11.1.** These Licencing Terms and Conditions, together with the Schedule, are incorporated into the Agreement. In the event of conflict between these Licencing Terms and the rest of the Agreement, these Licencing Terms and Conditions prevail, subject to Clause 10.4 in relation to AI Features.

**11.2.** These Licencing Terms and Conditions supersede all prior product-specific licensing terms applicable to the Licensed Programs.

**SCHEDULE 1**

**AI Terms, Acceptable Use Policy and AI Fair Use Policy**

This Schedule sets out how the AI Terms, the Acceptable Use Policy and the AI Fair Use Policy referred to in Clause 10 of these Licencing Terms apply to the Licensed Programs. Defined terms used in this Schedule and not otherwise defined below are to be interpreted in accordance with Clause 10.5 above.

**1. Incorporation by Reference**

The following policies, in the form published by Access at the addresses below (as amended by Access from time to time in accordance with their own terms), are incorporated by reference into, and form part of, these Licencing Terms:

A. AI Terms (available in Appendix 3)

B. Acceptable Use Policy (available in Appendix 4)

C. AI Fair Use Policy (available in Appendix 5)

**2. Conflict**

Where the AI Terms, the Acceptable Use Policy or the AI Fair Use Policy conflict with the rest of these Licensing Terms in relation to AI Features, the AI Terms, the Acceptable Use Policy or the AI Fair Use Policy (as applicable) shall prevail.

**3. AI Fair Use Policy — Agentic AI Tier**

The AI Fair Use Policy forms part of the AI Terms and, through the AI Terms, the Agreement. Where the AI Fair Use Policy and the AI Terms address the same subject matter for Agentic AI Tier customers, the AI Fair Use Policy is intended to apply as the more specific provision. For the avoidance of doubt, the Agentic AI Tier applies only where the Customer is expressly licensed to use agentic AI functionality; it does not apply where a product includes or incorporates AI functionality generally.

## Appendix 3 - AI Terms

Capitalised terms used but not defined in these AI Terms have the meaning given in the Core Terms.

These Artificial Intelligence Terms ("AI Terms") sets out terms and conditions for the use of functionality within Our Products and Services that uses machine learning or other artificial intelligence (collectively, "AI Features"). In these AI Terms, "we," "us," and "our" refer to The Access Group, and "you" and "your" refer to the individual or entity using the AI Products and Services.

"AI Products and Services" means the AI Features and the Products and Services they form part of or are made available through.

By using the AI Features, you acknowledge that you have read, understood, and agree to comply with the AI Terms. You are also responsible for any breaches of the AI Terms by third parties who access the AI Features through you or your account(s) with us.

The AI Terms is incorporated into the Core Terms or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of the AI Products and Services (as applicable, the "Agreement").

**1. BACKGROUND; RELATIONSHIP WITH AGREEMENT**

1.1 Nature of AI Features - AI Features are integrated into certain Products and Services. Some AI Features are integrated by default, while others may be available for you to use at your discretion. New AI Features may be added, and existing AI Features may be modified or discontinued at any time, provided that we will give you reasonable prior notice before any discontinuance and the overall functionality of the AI Products and Services will not be materially decreased unless required by applicable law.

1.2 Conflicts - These AI Terms apply to all use of AI Features. In the event of any conflict between the AI Terms and the rest of the Agreement, these AI Terms shall govern and control with respect to the AI Features.

**2. YOUR DATA**

2.1 Ownership - The AI Features may allow you to submit, upload, transmit or otherwise make available files, instructions, questions, or other data inputs ("Inputs"), from which the AI Features may generate summaries, analyses, insights or other data outputs ("Outputs", and together with Inputs, "Customer Data"), or take autonomous actions ("Actions"). For clarity, (a) Actions may result in Outputs, but Actions are not themselves Outputs (for example, if you direct an AI Feature to create a research report, the research and other steps taken to create the report are Actions and the report itself is Output); and (b) Customer

Data does not include any of our content, data or other background intellectual property (such as our platform and our branding) or any Configured Assets (as defined at clause 2.2).

You retain all right, title and interest, including all intellectual property rights, in and to the Customer Data, and we hereby assign to you all right, title, and interest we have, if any, in and to Customer Data. Our rights to use the Customer Data are limited to those expressly set out in the AI Terms or elsewhere in the Agreement.

For the avoidance of doubt, where any Input also falls within the definition of Customer Content in the Core Terms, the licence granted at clause 7.2 of the Core Terms does not apply to it and it is instead licensed to us under clause 2.3; in all other respects the Core Terms continue to apply to it.

2.2 Configured Assets - Certain AI Features (including, without limitation, Evo Builder, Evo Assistants and Evo Workflow) allow you to design, configure, build or generate applications, conversational or autonomous agents, automated workflows, and the associated configurations, definitions, logic and source or object code (collectively, "Configured Assets"). Configured Assets are not Outputs or Customer Data.

You acknowledge that Configured Assets, by their nature: (a) inherit, incorporate and depend upon the attributes, components, design system, libraries and other functionality of Products and Services; (b) are designed to interoperate with, and may incorporate, expose or call upon, our other products, gateways, connectors and background intellectual property; and (c) are built to operate on, and function only within, our platform and the Products and Services.

Accordingly, as between you and us, we own all right, title and interest, including all intellectual property rights, in and to the Configured Assets, and you hereby assign to us all such right, title and interest you may have in them. This clause 2.2 does not affect your ownership of (i) Inputs you supply to a Configured Asset, or (ii) any Output a Configured Asset generates when run, each of which remains Customer Data and is dealt with under clause 2.1.

We grant You (and Your Permitted Users) a non-exclusive, non-transferable, non-sublicensable right and licence to access and use the Configured Assets you create, within the AI Products and Services and for your internal business purposes, for the term of the Agreement. This licence ends on expiry or termination of the Agreement or the relevant AI Products and Services. Nothing in this clause restricts our right to develop, modify, commercialise or build upon the Configured Assets or any part of them.

2.3 Licence - You grant us a non-exclusive right and licence to store, reproduce, transmit, process, modify and otherwise use Customer Data solely to:

i - provide, operate, maintain and support the AI Features, for you;

ii - monitor for, prevent and address technical, security, safety, compliance and fraud issues; and

iii - where necessary, comply with applicable law and enforce the Agreement.

2.4 No Training - We will not use Customer Data to train or fine-tune any large language models or other generative artificial intelligence models, or permit it to be used for such purposes by third parties (including Model Providers, as defined below), except with your express prior permission.

2.5 Your Warranty - You represent and warrant that (a) you have all necessary rights, licences and permissions to provide any Input you provide to us and to grant us the right and licence granted at clause 2.3; (b) your Inputs are accurate and complete; and (c) your Inputs, and our use of them in accordance with these AI Terms, will not breach any applicable law or infringe the intellectual property, privacy, or publicity rights of any third party. You will indemnify us against any claim, loss, cost or liability arising from breach of these warranties. You are solely responsible and liable for your Inputs.

2.6 Model Providers - The models underlying certain AI Features are provided by third parties ("Model Providers"). You acknowledge and agree that when you use the AI Features, we may submit Customer Data to Model Providers, subject to the security, privacy and confidentiality commitments we make to you under the Agreement. More information about our Model Providers is available in the relevant Product Fact Sheet(s).

**3. AI LIMITATIONS AND REQUIREMENTS**

3.1 AI Feature Availability - The AI Features depend on models, services and infrastructure provided by Model Providers and other third parties, the availability and performance of which are outside our control and are governed by those third parties' own service levels, which differ between providers and service types and may change.

Accordingly, and notwithstanding anything to the contrary in the Agreement: (a) any service level, availability, uptime or support commitment in the Agreement that applies to the Products or Services generally does not apply to the AI Features; (b) we make no representation, warranty or commitment as to the availability, uptime, response time or performance of the AI Features, which are provided on an "as available" basis; and (c) the AI Features may be unavailable, suspended, throttled, degraded or interrupted, in whole or in part, including as a result of acts or omissions of Model Providers or other third parties, without liability to You.

3.2 Limitations of AI

You acknowledge that:

i - artificial intelligence and machine learning technologies have inherent technical limitations;

ii - Outputs may contain inaccuracies, biases, omissions or errors, may be incomplete or misleading, and may not reflect current legal, regulatory or industry standards;

iii - Outputs are not reviewed by us and do not reflect our views or opinions;

iv - Outputs may not be unique, and the AI Features may generate similar outputs for other users;

v - the legal status of artificial intelligence-generated content is uncertain, and Outputs may not be subject to protection under intellectual property law;

vi - Outputs should not be relied upon as factual information, compliance guidance or advice of any kind;

vii - AI Features may be susceptible to security threats, including but not limited to prompt injection attacks, and should be actively monitored by you when in use; and

viii - for clarity, all of the disclaimers and limitations in the Agreement that apply to Products and Services generally also apply to the AI Features and Outputs.

3.3 Your Responsibilities

i - We offer no warranties with respect to the AI Features, Outputs and Actions, and you are solely responsible for:

ii - determining whether and how AI Features should be used for your intended purpose;

iii - reviewing all Outputs and ensuring they are suitable, relevant and accurate for your requirements prior to use or reliance, and discarding inappropriate or unsuitable Outputs;

iv - ensuring that Outputs comply with applicable laws, regulations, professional and contractual obligations and industry standards (as relevant to your use case);

v - any decisions, actions or omissions taken based upon Outputs;

vi - exercising appropriate oversight to avoid undesired Actions; and

vii - consequences of Actions taken by AI Features either as configured by you or otherwise in response to your Input. For clarity, all Actions taken by AI Features are deemed to be taken by you and not by us, and you accept full responsibility for such Actions.

**4. ACCEPTABLE USE POLICY**

Use of the AI Features, like all Products and Services, requires compliance with our Acceptable Use Policy, available at https://www.theaccessgroup.com/en-gb/legal-hub/acceptable-use-policy-1/ ("AUP"), which is designed to ensure safe, lawful and responsible use of our Products and Services, prohibit activities such as cybercrime and hate speech, and require compliance with applicable laws.

You agree to always comply with the AUP when using the AI Features, and you agree that any violation of the AUP that causes damage or loss to us will not be subject to any liability limitations or exclusions under the Agreement.

Further, to the extent our AUP requires you to comply with the usage policies of our partners or other third parties, and your breach of those policies causes claims or other actions against us, you agree to indemnify, defend us, and hold us harmless, against such claims and other actions.

**5. FEES**

Use of the AI Features is subject to the fees set out at https://www.theaccessgroup.com/en-gb/legal-hub/ai-pricing/ (as may be updated from time to time) ("AI Fees"), which you hereby agree to pay when due. Without limitation of such payment obligations, you hereby authorise us to automatically charge AI Fees using any payment card information, bank account, or other payment information provided to us by you.

For clarity, AI Fees are usage-based and are separate from, and additional to, fees for other aspects of the Products and Services, including any recurring subscription fees, and are non-refundable. You are responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the AI Fees, other than taxes based on our income.

**6. USAGE DATA**

"Usage Data" means data and information collected, generated, or derived from your use of the AI Features, including but not limited to metadata, analytics, performance metrics, and other data that does not include Customer Data or personal information or is anonymised and/or aggregated so that it does not identify you or any individual user. For clarity, Usage Data is not Customer Data.

Without limitation of our privacy, security, and confidentiality commitments under the Agreement, we may collect, analyse, and utilise Usage Data for any lawful purpose (e.g., to assess the relative popularity of features within the AI Features or identify other usage trends).

**7. OUR RIGHTS AND REMEDIES**

Failure to use the AI Features in accordance with these AI Terms is a violation of the Agreement and may result in immediate suspension of the applicable AI Features or other consequences as set out in the Agreement, including termination thereof. Additionally, we (or the Model Providers) may limit the use of the AI Features through token limits, throttling, or other usage controls in our (or their) sole discretion, without liability to you, due to capacity limitations or if necessary to protect the security or functionality of the Products and Services or our (or their) systems, networks and other infrastructure.

**8. MODIFICATIONS**

We reserve the right to modify the AI Terms from time to time at our sole discretion, notwithstanding the clause 10.2 of the Core Terms; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you.

We will notify you of any such modifications either via email or by posting a revised copy of these AI Terms on our website. Your continued use of the AI Features following the posting or notice of any changes will mean you accept those changes.

## Appendix 4 - Acceptable Use Policy

Capitalised terms used but not defined in this Acceptable Use Policy have the meaning given in the Core Terms.

This Acceptable Use Policy (the "Policy") sets out rules and requirements for lawful, safe and responsible use of Our Products and Services, including AI Features. By using our Products and Services, you acknowledge that you have read, understood, and agree to comply with this Policy. You are also responsible for any breaches of this Policy by third parties who access the Products and Services through you or your account(s) with us.

Please note that this Policy is incorporated into the terms and conditions or other agreement that you have entered into with us (or an authorised third-party distributor) that governs your use of our Products and Services (as applicable, the "Agreement").

**1. GENERAL**

This Policy is designed to protect the Products and Services, our networks, infrastructure and other customers from improper, abusive, or illegal activity.

When using Our Products and Services, all users are expected to act in a reasonable and lawful manner, to adhere to commonly accepted industry practices and standards, and not to engage in any activity that causes or is likely to cause harm to individuals, groups, or the general public. The specific prohibited conduct listed below is for illustrative purposes and is not exhaustive.

**2. ILLEGAL AND UNETHICAL ACTIVITY**

You may not use the Products and Services, or permit Our Products and Services to be used, in any manner that breaches applicable law or regulation or that infringes or misappropriates our rights or the rights of any third party. Without limiting the foregoing, you may not use Our Products and Services to engage in, promote or facilitate activity that involves, or to create, retrieve, store, transmit or distribute content, information, data or other material that contains, as applicable:

2.1 Illegal Activity - breach of any applicable law or regulation (including, where applicable, any tariff, treaty, export control laws or other applicable legal requirements);

2.2 Hateful, Harassing, or Violent Material - hate speech or incitement to hatred against individuals or groups based on race, ethnicity, nationality, religion, gender, sexual orientation, disability, or any other protected characteristic; harassment, bullying, intimidation, or threats of violence against any person; or promotion or glorification of terrorism, violent extremism, or acts of mass violence;

2.3 Harmful or Abusive Material - child sexual abuse material (CSAM) or any material that exploits or endangers minors; material that is obscene, offensive, abusive, menacing, fraudulent, deceptive, or misleading, including phishing schemes or impersonation; or any material designed to facilitate human trafficking, exploitation, or other abuses;

2.4 Intellectual Property Infringement - infringement or misappropriation of the intellectual property rights of others, including copyrights, patents, trademarks, trade secrets, or other proprietary rights;

2.5 Cybercrime and Malicious Activity - viruses, worms, Trojans, ransomware, spyware, or any other malicious software or harmful components; or phishing, social engineering, or other fraudulent schemes;

2.6 Unauthorised Access and Interference - unauthorised access to, interference with, or compromising the normal functioning, operation, or security of, any network, system, account, computing facility, equipment, data, or information, whether ours or belonging to any third party (e.g., denial-of-service attacks); unauthorised probing, scanning, or testing the vulnerability of any network or system, or breaching any security or authentication measures; or interference with the ability of others to access or use the Services or the internet; or

2.7 Spoofing, Spam and Unsolicited Communications - forging of any TCP/IP packet header or any part of an email header or newsgroup posting; or sending of “spam” (i.e., a commercial email sent to a large number of recipients who have not requested or opted to receive it and have no reasonable expectation of receiving email from the sender). All electronic messages sent using the Services must include a valid reply-to address under your control; must not contain missing, malformed, or forged headers; must comply with all applicable laws governing electronic communications; and must allow recipients to opt out of receiving further communications, with any such opt-out request honoured promptly.

**3. RESPECTING ACCESS, OUR PARTNERS AND OUR CUSTOMERS**

When you use our Products and Services, you must not do so in a manner that harms us, our partners or our other customers. This means you may not:

3.1 Reverse Engineering and Competition - reverse engineer, decompile, disassemble, distill, jailbreak or subject to prompt injection, or otherwise attempt to derive the source code, algorithms, model weights, system prompts, training data, or underlying technology of the Services (or, in the case of AI Features (as defined below), cause them to take unauthorized actions or produce inappropriate output); use the Services, including material outputted by the Services, to develop or improve any technology, product or service that competes with us or with our partners (including, if you use the AI Features, any technology, product or service that competes with the underlying artificial intelligence models); or systematically extract, collect, or harvest material outputted from the Services for the purpose of creating datasets, benchmarks, or derivative works;

3.2 Bots - Except as authorised by Us, you may not use software, devices, scripts, robots, AI agents, or any other means or processes (including browser plugins, add-ons, or other technology) that scrape, crawl, or otherwise extract data from our Products and Services; that access or use Our Products and Services automatically (including to send or redirect messages); or that circumvent any technical limitations or rate limits imposed on Our Products and Services;

3.3 Billing - attempt to circumvent or alter any method of measuring or billing for our Products and Services; or

3.4 Partner Usage Policies and Standards - breaches the usage policies of any of our partners involved in provision of Our Products and Services to you, or of any third-party networks that Our Products and Services enable you to access, in each case, where such policies have been communicated to you (including the acceptable usage policies of our partners identified in the relevant Product Fact Sheet(s).

3.5 Fair Usage and Security - where you use our Products and Services that make use of shared networks, environments or other infrastructure (such as our cloud hosting Services), make excessive use of that infrastructure or engage in other use thereof that may degrade the performance, availability, or security of the shared environment for other customers; or fail to implement and maintain reasonable security measures on any systems or applications hosted on shared infrastructure, including timely application of security patches and updates.

**4. MATERIAL ON THE INTERNET**

We do not operate or control the information, services, opinions, or other material available on the internet. You agree that you shall make no claim against us relating to the material from the internet or respecting any information, product, service, or software ordered through or provided by virtue of the internet. We do not monitor or exercise editorial control over information passing over our networks and exclude all liability in respect of any transmission or reception of information of whatever kind, including the accuracy of its contents.

**5. AI USE**

The following additional terms apply where the Services include functionality that uses machine learning or other artificial intelligence (collectively, “AI Features”).

5.1 Prohibited AI Uses - You may not use the AI Features to engage in any activity or practice that is prohibited under any applicable law or regulation governing deployment and/or use of artificial intelligence systems or services (an “AI Law”), such as (if applicable to you) the European Union’s AI Act (the “EU AI Act”).

5.2 High-Risk Use - You may not use the AI Features for any use cases deemed “high-risk” (or given a similar designation) by any applicable AI Law (including, if the EU AI Act is

applicable to you, those use cases listed in Annex III thereof), including but not limited to those use cases that may affect the health, safety, rights, or freedoms of individuals, without our prior written approval; provided that any feature, product or service among the AI Features pre-designated by us as approved for high-risk use cases is pre-approved. For clarity, approval may be conditioned on additional guardrails and restrictions, and may be conditioned or withdrawn if legal or safety requirements change or are anticipated to change.

When engaging in an approved high-risk use case: (a) a qualified professional in the relevant field must supervise the use case, including by reviewing all material (including advice, decisions or recommendations) produced, or automated action proposed to be taken, by the AI Feature prior to dissemination, use or implementation; (b) you must disclose to individuals affected by the use case that you are using artificial intelligence to help produce your advice, decisions, or recommendations (as applicable); (c) you must maintain appropriate records of the use case, including inputs, outputs, automated actions and the nature of human review performed; and (d) you must promptly notify us of any incident arising from the use case that has or could reasonably be expected to have an material adverse effect on individuals or to give rise to a claim or other action against us.

For avoidance of doubt, you may not use the AI Features as a sole basis for decisions in high-stakes domains, including but not limited to medical, legal, financial, or safety-critical applications.

You acknowledge and agree that specific AI Features may have additional guardrails and restrictions related to high-risk use cases, and you agree that these guardrails and restrictions are deemed part of this Policy and that you are therefore required to comply with them upon notification to you.

5.3 Transparency and Disclosure - Where you use the AI Features to interact with persons outside of your organisation or to generate material that is presented to persons outside of your organisation, you are responsible for making appropriate disclosures regarding the AI-generated nature of such material where required by applicable law or where a reasonable person would expect such disclosure. You may not represent that outputs of the AI Features are human-made where doing so would be deceptive or misleading.

**6. OUR RIGHTS AND REMEDIES**

Failure to use Our Products and Services in accordance with this Policy is a breach of the Agreement and may result in immediate suspension of the applicable Services or other consequences as set out in the Agreement, including termination thereof.

We reserve the right to inspect your use of the Services and your compliance with this Policy, including by installing and using, or to requiring you to install and use, any appropriate devices or measures to detect or prevent breaches of this Policy, as well as devices designed to filter or terminate access to the Services.

## 7. REPORTING AND COOPERATION

If you become aware of any breach of this Policy by any person, including third parties who have accessed Our Products and Services through you, you shall inform us without undue delay. You shall cooperate with us and with appropriate law enforcement agencies and other parties involved in investigating claims of illegal or inappropriate activity.

## 8. MODIFICATIONS

We reserve the right to modify this Policy from time to time at our sole discretion; provided that we will not make any updates that reduce our privacy, security or confidentiality obligations to you. We will notify you of any such modifications either via email or by posting a revised copy of this Policy on our website. Your continued use of Our Products and Services following the posting or notice of any changes will mean you accept those changes.

## Appendix 5 - Fair Use Policy

### Agentic AI Tier (Tier 2): Schedule to the Artificial Intelligence Terms

This AI Fair Use Policy (Policy) forms part of the Artificial Intelligence Terms and, through the AI Terms, the Agreement.

Where this Policy and the AI Terms address the same subject matter for Agentic AI tier customers, this Policy is intended to apply as the more specific provision.

**1. PURPOSE**

This Policy applies to customers on the Agentic AI tier at the fixed per-user-per-month (PUPM) rate referred to in the Fees section of the AI Terms and on the pricing page. It defines the usage parameters within which the PUPM rate applies and the consequences of exceeding them.

**2. NORMAL BUSINESS USE**

The PUPM fee covers agentic AI use by named individual users as part of their normal, day-to-day business activity. In practice, this means the kind of use expected from someone doing their job - not usage that, by reason of its volume or frequency, goes materially beyond what would be expected from an individual carrying out their normal working responsibilities or with how other users on the Agentic AI tier typically use the service. We monitor use at account level, and clause 5 explains how We may introduce or update specific usage thresholds over time.

**3. WHAT THIS POLICY PROTECTS AGAINST**

The guardrails in this Policy exist to:

(a) prevent a small number of high-volume users degrading service for others;

(b) protect the economic sustainability of the flat-rate model; and

(c) prevent automated or bulk use that was not contemplated by the PUPM pricing.

They are not intended to restrict normal, good-faith business use.

**4. EXCESS USE AND THROTTLING**

Where Your aggregate consumption materially exceeds the parameters described in clause 2 in any calendar month:

(a) We will notify You;

(b) We may apply rate limiting or throttling to Your account pending agreement on additional capacity;

(c) We will offer an upgraded capacity tier or consumption supplement at Our then-current rates; and

(d) We will not charge retrospectively for excess use without Your prior written agreement.

Throttling will be applied at account level, smoothing individual user spikes across the account before any restriction is applied.

**5. REVIEW OF PARAMETERS**

We reserve the right to introduce, and subsequently update, specific usage parameters for the purposes of clause 2 on 30 days' notice.