Access Rio

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 Support Charter attached in Appendix 1.

Appendix 1 - Support Charter

access
freedom to do more

Support Charter

Scope

This schedule sets out the support and Service Levels which the Company is required to provide, the mechanism by which the Service Levels will be managed, and the method by which the Company's performance of the Services will be monitored. This Schedule comprises of:

Part A: Service Operations
Part B: Service Levels
Part C: Performance Monitoring

PART A
Service Operations

1 Service Desk

1.1 The Company will provide a single point of contact for all Incidents raised by the Customer relating to the Services.

1.2 Incident Support will be provided in line with the Service Levels detailed within Part B of this Schedule 1.

1.3 The Customer will report all Priority 1 and Priority 2 Incidents to the Company's service desk ("Service Desk") via telephone. Priority 3 and Priority 4 Incidents shall be reported via the Company's support portal.

1.4 The Customer will provide an impact/urgency statement as part of logging the Incident. The Company, in combination with the Incident Description detailed within Part B below, will allocate the appropriate priority to the Incident.

1.5 Incident updates can be requested/obtained via the Support Portal.

1.6 Incident Support will be provided for one (1) live environment only.

1.7 Questions and queries will be classed as Service Requests and must be logged via the Support Portal. Support for Service Requests will be provided on a reasonable endeavours' basis only with no associated Service Levels.

2 Release Management

2.1 The Company will deploy software releases including bug-fixes and other incremental changes to the Software to the Customer on a rolling basis.

PART B
Service Levels

3 Service Levels

Service level for resolution of Incidents

3.1 The Service Levels and priority classification for the resolution of Incidents is set out in the tables below.

Table 1: Definitions of priority levels for Incidents	
Incident Priority Level	Incident Description
Priority 1	An Incident that causes a complete loss of service or critical functionality; affecting all users within the production environment and resulting in a severe impact to business operations.
Priority 2	An Incident that significantly impairs functionality or performance; affecting many users or a critical business process within the production environment.
Priority 3	An incident that causes moderate disruption to service or functionality, affecting a subset of users or non-critical business processes. Core business operations can continue, but a permanent solution is required.
Priority 4	An Incident that causes a negligible impact to service or functionality, affecting a small number of users or non-essential features. It requires resolution in due course but does not impact overall business operations.

3.2 The Company shall aim to respond to and resolve all Incidents in accordance with the Service Levels set out in the table below:

Incident Priority Level	Service Hours	Target Incident Response Time	Target Incident Resolution Time
Priority 1	24/7x365	Within 15 minutes	4 Hours for workaround or resolution.
Priority 2	24/7x365	Within 30 minutes	8 Hours for workaround or resolution.
Priority 3	08:00 – 18:00, Mon – Fri (exc. UK public bank holidays)	Within 3 hours	5 working days for workaround or resolution.
Priority 4	08:00 – 18:00, Mon – Fri (exc. UK public bank holidays)	Within 1 day	30 working days for workaround or resolution.

3.3 The Target Incident Response Time and Target Incident Resolution Time will be measured from the point at which an Incident is logged, whether raised by the Customer or identified proactively by the Company.

3.4 Measurement of the Target Incident Response Time will be based on the time taken for a Service Desk operative to respond to an Incident. Incidents receiving an automated response or placed into a queuing system shall be deemed not to have been answered.

3.5 Where information is required from the Customer in order to progress the Incident, the Target Incident Resolution Time will be halted until such time that the information is provided and the investigation can resume.

3.6 The Target Incident Resolution Time will be measured from the time the Incident is logged until the time the Incident has been resolved with the Customer informed.

3.7 Where an Incident requires a code change for resolution, such Incidents can be placed on hold from the moment the Company notifies the Customer that the fix will be delivered in a future release window until such time as the fix has been targeted for inclusion in a specific release window. Once this has been communicated, the Company may resolve the Incident.

3.8 An Incident will only be closed if the Customer agrees that the resolution provided is acceptable, or where the Customer fails to respond to a resolution or a request for information within the timeframe set out in the Company's Service Desk procedures in force at the time (as may be updated by the Company from time to time).

Availability

The Company's Services will provide an availability of 99.95% (excluding the duration of any maintenance of which the Company has provided notification to the Customer). The Services will be deemed to be unavailable only in the following scenarios:

- Where a Priority 1 Incident occurs and its root cause is attributable to the Company, unavailability will be recorded from the time the Incident is logged with the Company until the time the Incident is resolved; and
- Where notified maintenance exceeds its scheduled duration and that overrun results in an impact equivalent to a Priority 1 Incident, unavailability will be recorded only for the period by which the maintenance window was exceeded.

4 Maintenance

4.1 The Company shall carry out any necessary maintenance, where:

4.1.1 it reasonably suspects that the Services or any part thereof has or may have developed a fault;

4.1.2 to provide routine upgrades or maintenance activities to the Service; and

4.1.3 to further protect the integrity, security or availability of the Services.

4.2 When the Company wishes to carry out any maintenance to the Services it shall ensure that:

4.2.1 Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible, so as to minimise) disruption to the Services, however it is understood that this may not always be practically possible in the event of emergency maintenance.

4.2.2 Make reasonable endeavours to provide a minimum of 5 working days' notice to the Customer prior to carrying out any maintenance.

PART C
Performance Monitoring

5 Performance monitoring and performance review

5.1 The Company shall provide a performance monitoring report ("Performance Monitoring Report") to the Customer's representative.

5.2 The Performance Monitoring Report shall contain the following information in respect of the service period just ended:

5.2.1 for each Service Level, the actual performance achieved over the service period, alongside a rolling summary.

5.2.2 a summary of all Incidents that occurred during the service period.

5.3 Unless otherwise agreed with the Customer, for any Priority 1 Incident where the cause is directly attributable to the Company, the Company will provide an Incident report within 10 working days of Incident resolution. These reports will include:

5.3.1 Timeline of events
5.3.2 Root Cause (if known)
5.3.3 Preventative Measures

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.