

Agreement 11921 between Adaptive Web Limited and [REDACTED]

Agreement date	[REDACTED]
Agreement number	11921
Customer name	[REDACTED]
Customer address	[REDACTED]
Customer contact	[REDACTED]
Adaptive Account Manager	Kiel Bull
Agreed services	[REDACTED]
Payment terms	30 days from date of invoice
Agreement start date	[REDACTED]
Notice period	Contract can be cancelled with 90 days' notice

Service Agreement & Terms

This Service Agreement is made on [REDACTED] and seeks to formalise the commitment between:

1) **Adaptive Web Limited**, whose registered address of business is at The Mill, Lodge Lane, Derby, Derbyshire, DE1 3HB (hereafter referred as "ADAPTIVE"); and

2) [REDACTED], whose registered address of business is at [REDACTED]
[REDACTED] (hereafter referred as "CLIENT")

This agreement shall apply specifically to the Service/Schedule of Works provided to CLIENT, the scope of which is summarised in section 1 and defined in more detail in section 3.

In addition to this individual Service Agreement, ADAPTIVE and CLIENT agree to also be bound by the Master Services Agreement (MSA) provided by ADAPTIVE alongside this Service Agreement document. The MSA shall apply to all services provided to CLIENT during the term specified within the MSA.

In the event of a conflict between the terms of the MSA and this Service Agreement, the Service Agreement terms shall prevail.

1.1 AGREED SERVICE(S):

[illegible]

2. Interact Service levels and response times

The table below illustrates our target response times:

Issue	Target initial response time	Initial action required from Adaptive	Availability	Target resolution time
Entire platform unavailable	10 minutes	Look into issue immediately and give estimated resolution time with on-going status updates	Office hours with best endeavour for out of office hours	1 hour
Specific features unavailable	10 minutes	Look into issue immediately and give estimated resolution time with on going status updates	Office hours with best endeavour for out of office hours	1 hour
Issue discovered which affects usability of platform	3 working hours	Investigate nature of issue and how to best fix it and respond to client with an estimated resolution time	Office hours	Typically within 1 working day
Small change required	1 working day	Investigate nature of change and schedule a date to complete. Detail expected resource time	Office hours	Typically within 3 working days
Larger change/new feature required	3 working days	Contact client to offer advice	Office hours	Will vary depending on the size of task/request/feature
Advice on service usage	1 working day	Contact client to offer advice	Office hours	Typically within 3 working days

Critical	High	Medium	Low
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3.1. SERVICE INCLUSIONS:

3.1.1 ADAPTIVE will provide CLIENT with access to the Interact Conversational UX platform, including setup, configuration, and deployment of the Interact widget on CLIENT's Drupal website(s). This will enable conversational search and user interaction based on CLIENT's published content.

3.1.2 The Interact service includes the configuration of the CLIENT's Drupal website to push selected content to a vector database, the setup of one or more Interact Agents, and the deployment of the Interact widget via a hosted Interact Hub.

3.1.3 As part of the onboarding process, ADAPTIVE will carry out the necessary configuration, integration, and deployment tasks as mutually agreed with CLIENT.

3.1.4 CLIENT will receive up to 2 hours of support per month for platform-related assistance (e.g. configuration changes, usage support, minor updates). Time used will be logged and reported by ADAPTIVE. Additional support or development services are outside the scope of this agreement and may be quoted separately.

3.1.5 ADAPTIVE will retain ownership of the Interact platform and all underlying components, excluding CLIENT's own content and configurations. CLIENT will retain all rights to their own website content and any assets or data they provide.

3.1.6 ADAPTIVE will provide CLIENT with access to usage data and performance metrics via the Interact Hub, enabling CLIENT to monitor engagement and improve the conversational experience.

3.2. SERVICE EXCLUSIONS:

3.2.1 This agreement does not include any guarantee of user engagement or business outcomes resulting from the use of the Interact platform. While the platform is designed in line with good practice and is actively maintained by ADAPTIVE, the success and management of its use remains the responsibility of CLIENT.

3.2.2 ADAPTIVE will not be held responsible for any performance issues or security breaches arising from CLIENT's own website, infrastructure, or third-party services outside of ADAPTIVE's control.

3.2.3 The Interact platform is hosted and managed by ADAPTIVE. Platform availability, performance targets, and response times are governed by the Service Level Agreement (SLA) detailed in Section 2 of this agreement.

3.2.4 ADAPTIVE shall not disclose any CLIENT data or configuration information without written consent and is open to agreeing to any additional confidentiality or Non-Disclosure Agreement as requested by CLIENT.

3.2.5 This agreement does not include bespoke development, additional agent configuration, or integration beyond what is covered in 3.1. Any such work will be subject to separate agreement and charges.

3.2.6 As part of normal operation, the Interact platform stores conversational interaction data and usage metrics. Data retention periods, anonymisation preferences, and storage practices will be agreed with CLIENT during the setup phase. ADAPTIVE will not retain CLIENT data beyond the agreed duration and will support CLIENT in meeting applicable data privacy obligations.

3.3. SCOPE OF INTERACT SERVICES

The Interact service includes the following, where relevant and agreed:

3.3.1 Initial configuration and setup of the CLIENT's Drupal website to enable content embedding and synchronisation with the Interact platform.

3.3.2 Deployment of the Interact widget on CLIENT's site(s), styled and configured in line with the agreed implementation.

3.3.3 Provision of one or more hosted Interact Hubs to manage configuration, monitor usage, and report on interactions.

3.3.4 Basic branding and assistant behaviour configuration for up to the number of agents specified in the commercial section of the agreement.

3.3.5 Ongoing support for queries, minor changes, and operational advice in relation to the Interact platform.

3.4. PILOT PHASE SUBSCRIPTION

3.4.1 CLIENT agrees to a one-off setup fee as outlined in the commercial terms of this agreement, covering installation, configuration, and deployment of the Interact platform.

3.4.2 Following setup and from the agreed go-live date, CLIENT will enter a 3-month Pilot Phase subscription at a fixed rate of £500 per month. This includes the ongoing Interact platform service, support allowance and access to the Interact Hub.

3.4.3 The £500 monthly subscription during this Pilot Phase is fixed unless the platform experiences substantially higher than expected usage or load. In such circumstances, ADAPTIVE reserves the right to review the subscription pricing in consultation with CLIENT.

3.4.4 Any additional services outside of the standard platform provision and support allowance, including but not limited to bespoke agent configuration, UX enhancements, and expanded analytics features, will be subject to separate quotation and agreement.

Agreement 11921

Acceptance of Agreement

Agreement Number 11921

Adaptive Approval:

Please sign above

Print Name:

Date:

Client Approval:

Please sign above

Print Name: _____

Date: