Resulting – S4SensAI – Terms & Conditions (Version 0.8)

Effective date: Nov 28 2025

These Terms & Conditions (the "T&Cs") govern the provision and use of Resulting's S4SensAI and related AI services. By signing a Resulting Order/Quote referencing these T&Cs, or by accepting these T&Cs via a click-through or other digital acceptance mechanism presented by Resulting, the Customer agrees to be bound by them.
IMPORTANT: Where the Customer accepts these T&Cs online, Resulting will provide a copy of the then-current T&Cs on request.

1. Definitions

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party, where "Control" means ownership of more than fifty percent (50%) of voting interests or the ability to direct management and policies.

"Applicable Law" means laws and regulations applicable to a party's activities under these T&Cs.

"Business Day" means a day (other than a Saturday, Sunday or public holiday in England) when banks in London are open for business.

"Curated Corpora" means Resulting's proprietary knowledge bases and curated datasets (including but not limited to the FusionGraph Curated Knowledge Base), and any successor or related corpora, together with associated prompt engineering, embeddings and configuration used to deliver the Services.

"Customer" means the entity identified on the signed Order/Quote.

"Customer Content" means data, prompts, documents and other content submitted to the Services by or for Customer.

"DPA" means Resulting's Data Processing Addendum (UK), including its annexes and the UK International Data Transfer Addendum (where applicable), which governs Resulting's processing of Customer Personal Data when acting as a processor. The DPA is incorporated into these Terms & Conditions by reference.

"Force Majeure" means an event beyond a party's reasonable control, including acts of God, war, terrorism, civil unrest, strikes, pandemics, governmental action, utility failures, or widespread cloud provider outages.

"FusionGraph Curated Knowledge Base" means Resulting's proprietary SAP-related knowledge base curated by Resulting.

"Hosted Services" means Resulting-hosted or cloud-hosted components of S4SensAI operated by or on behalf of Resulting, including multi-tenant environments, user interfaces, orchestration services, APIs, licensing, telemetry and access controls.

"Order/Quote" means the Resulting quote or ordering document signed or digitally

accepted by Customer specifying Services, quantities, Subscription Term, and Fees.

"Service Data" means operational data (e.g., authentication, usage telemetry, configuration) used to operate, secure, support and bill the Services.

"Subscription Term" means the initial subscription period and any renewals stated in the Order/Quote.

"User" means an individual authorised by Customer to use the Services.

2. Scope, Structure & Precedence

2.1. These T&Cs set the legal terms for Resulting's AI services (including S4SensAI). The signed or digitally accepted Order/Quote specifies the Services, quantities, Subscription Term, and Fees.

2.2. The following addendums form part of these T&Cs and are incorporated in full: Addendum A (Acceptable Use), Addendum B (UK Data Processing), Addendum C (Security Measures), Addendum D (Support & Service Levels), Addendum E (Trial Terms).

2.3. Order of precedence (conflict): (1) Order/Quote; (2) Service terms in the main body of these T&Cs; (3) Addendums (except that Addendum B governs data-protection issues).

2.4. Entire agreement. These T&Cs (including the Order/Quote and incorporated Addendums) constitute the entire agreement between the parties concerning the Services and supersede any prior agreements, proposals or representations relating to the same subject matter.

2.5. Online acceptance. Where Customer subscribes or is provisioned via a click-through or other digital acceptance mechanism, Customer's affirmative action (e.g., clicking "Accept") constitutes execution of the Order/Quote and acceptance of these T&Cs.

2.6. Third-party terms. Customer remains responsible for complying with third-party platform terms (including its own paid ChatGPT/LLM tenancy) used with the Services.

3. Ordering, Renewal, Co-terming & Trials

3.1. Subscriptions are per-User unless the Order/Quote states otherwise. Users may be reassigned monthly. Fees and any price adjustments are as set out in the Order/Quote.

3.2. Renewal default. Each Subscription Term auto-renews for successive periods equal to the initial term unless either party gives not less than three (3) months' written notice

prior to the end of the then-current term. If the Order/Quote is silent, this default applies. Email notice to the contacts on the Order/Quote is valid.

3.3. Co-terming & proration. Additional Users/capacity purchased mid-term will be co-termed and prorated to the then-current renewal date stated on the Order/Quote.

3.4. Pricing at renewal (RPI). Unless otherwise stated in the Order/Quote, Fees for renewal will increase in line with the UK Retail Prices Index (RPI) (All Items) as published by the UK Office for National Statistics. The increase will be the percentage change in RPI over the 12-month period ending with the most recently published figure prior to the renewal date, with a floor of 0% (no decreases). If the Order/Quote specifies a different indexation method or a cap, that shall apply.

3.5. Trials. Trial Orders are governed by Addendum E — Trial Terms.

3.6. Conversion. If a Trial converts to a paid Subscription, the paid terms in these T&Cs apply from the Conversion Date stated on the Order/Quote. “Conversion Date” means the start date of paid access as recorded on the Order/Quote or first paid invoice.

3.7. Conflict. Where Addendum E conflicts with this main body for a Trial, Addendum E prevails for the duration of the Trial.

4. Access Models & Service Boundaries

4.1. ChatGPT Access Model (Customer environment). Customer uses its paid ChatGPT tenancy; prompts/outputs remain in that tenancy. Resulting acts as controller only for minimal Service Data (authentication, usage controls, support, security, billing).

4.2. Hosted Services (Resulting-hosted). Users access a Resulting UI/orchestration layer. Resulting acts as processor of Customer Content; sub-processors include cloud/AI infrastructure providers. The applicable sub-processors are listed in Addendum B Annex III and may be updated subject to notice under Addendum B.

4.3. Boundaries & exclusions. Outputs are informational and may be inaccurate; Customer must validate. Professional services/integrations are out of scope unless in the Order/Quote. Resulting does not provide back-to-back SLAs for third-party platforms unless expressly stated in the Order/Quote.

5. Licence & Restrictions

5.1. Licence. Subject to payment of Fees, Resulting grants a non-exclusive, non-transferable licence for authorised Users to use the Services internally during the Subscription Term.

5.2. Restrictions. No resale or sublicensing (save for permitted Affiliates as set out in the Order/Quote), no reverse engineering or scraping, no circumvention of authentication/usage controls, and no use to develop a competing service.

5.3. Output usage. Customer may use outputs for internal business purposes, subject to law and third-party rights. Except with Resulting’s written consent, Customer shall not publish, commercialise or redistribute outputs externally in a way that would disclose Resulting IP, prompt engineering or the Curated Corpora (including but not limited to the FusionGraph Curated Knowledge Base).

5.4. Verification. Resulting may, on reasonable notice, review usage data or request reasonable cooperation to verify compliance with seat counts, fair-use and restrictions.

6. Fees, Taxes, Invoicing and Disputes

6.1. Fees, currency and billing cadence are set out in the Order/Quote; taxes are additional; payment is due within the period stated in the Order/Quote (or 30 days if silent).

6.2. Late payment may incur interest at the statutory rate and/or suspension after notice (see clause 11). No set-off unless required by law.

6.3. Billing disputes. Customer must notify Resulting of any disputed amounts with reasonable details within 15 days of invoice receipt. The parties will work in good faith to resolve disputes. Undisputed portions remain payable.

6.4. Refunds. Where these T&Cs provide for a refund (including under clause 8.3 or termination under clause 11.2), Resulting will refund the pro-rata portion of prepaid Fees for the unused period of the affected Services.

7. Warranties, Disclaimers & Third-Party Platforms

7.1. Resulting warrants provision with reasonable skill and care.

7.2. Except as expressly stated, Services and outputs are provided “AS IS”; AI outputs may be inaccurate or unsuitable; Resulting does not provide professional advice.

7.3. The Services may interoperate with third-party platforms (e.g., OpenAI, cloud providers). Resulting is not responsible for those platforms and does not provide back-to-back SLAs unless expressly stated in the Order/Quote or Addendum D.

8. IP, Indemnities & Ownership of Outputs

8.1. Ownership. Resulting retains all rights in the Services, the Curated Corpora (including but not limited to the FusionGraph Curated Knowledge Base), prompt engineering and related materials; Customer retains rights in Customer Content.

8.2. Outputs. Customer may use outputs for internal business purposes, subject to law and third-party rights; Customer is responsible for validation and compliance (see clause 5.3).

8.3. IP indemnity (Resulting). Resulting will defend Customer against UK third-party IP claims arising from Customer’s authorised use of the Hosted Services and will procure the right to continue use, modify/replace, or terminate the affected Services with a refund of prepaid Fees for the unused period (this clause sets the exclusive remedy for such claims).

8.4. Customer indemnity. Customer will defend and indemnify Resulting against claims, damages and costs arising from (a) Customer Content (including infringement of third-party rights); (b) Customer’s unlawful or unauthorised use of the Services; or (c) breach of the AUP or these T&Cs by Customer or its Users, including misuse of third-party tenancies.

9. Confidentiality

9.1. Each party will keep the other's Confidential Information confidential and use it only to perform the Agreement. Exceptions apply for information that is public, independently developed, or lawfully obtained without duty of confidence.

9.2. Permitted disclosures include disclosure to professional advisers and Affiliates bound by confidentiality obligations no less protective than this clause.

9.3. Survival. Obligations under this clause survive for five (5) years after termination, and indefinitely for trade secrets.

10. Liability

10.1. Nothing limits liability for death or personal injury caused by negligence, fraud, or other liability that cannot be limited by law.

10.2. Neither party is liable for indirect or consequential loss, loss of profits, revenue, goodwill, anticipated savings, or loss or corruption of data (save to the extent caused by Resulting's deliberate misconduct).

10.3. Aggregate cap. Subject to clause 10.1, each party's total aggregate liability is capped at the Fees paid or payable for the affected Services in the twelve (12) months before the claim. For Trials, see Addendum E, section E7.

10.4. DPA/confidentiality sub-cap. The parties may specify in the Order/Quote a separate sub-cap for liabilities arising from breach of confidentiality or the DPA. If no sub-cap is specified, such liabilities are subject to the cap in clause 10.3.

11. Suspension & Termination

11.1. Suspension. Resulting may suspend for security/legal risk, material fair-use breaches or instability, or non-payment after notice; access will be restored once remediated.

11.2. Termination for cause. Either party may terminate for material breach not cured in 30 days or on insolvency. If Resulting terminates for its own unremedied material breach, Customer is entitled to a pro-rata refund of prepaid Fees for the unused period of the affected Services.

11.3. Data return/deletion. On termination, access ceases and data return/deletion follows the timelines in Addendum B. Resulting will make Customer Content available for export for 30 days (unless legally prohibited), then delete from active systems and backups per retention policies.

11.4. Force Majeure. Neither party is liable for delay or failure due to Force Majeure. If a Force Majeure event continues for more than 30 days, either party may terminate the affected Services on written notice.

12. Notices, Assignment, Law, Jurisdiction & ADR

12.1. Notices must be in writing and may be sent by email to the contacts on the Order/Quote (or as updated by notice). Email notices are deemed received on acknowledgement (including automated out-of-office or receipt confirmations) or on

the first Business Day after sending without bounce-back. A physical address for service of process for Resulting is: Unit C (120) Lakeside Drive, Centre Park Square, Warrington, WA1 1RU (FAO: Legal).

12.2. Assignment/Subcontracting. Neither party may assign without the other's consent (not to be unreasonably withheld), except to an affiliate or in connection with a corporate transaction. Resulting may subcontract, remaining responsible for subcontractors.

12.3. Governing Law/Jurisdiction. England & Wales law; exclusive jurisdiction of the courts of England & Wales.

12.4. Dispute resolution. The parties will attempt in good faith to resolve disputes, including by escalation to senior executives and, if agreed, mediation via Centre for Effective Dispute Resolution or similar, prior to commencing court proceedings (this does not affect a party's right to seek urgent injunctive relief).

13. Entire Agreement; Variation; Waiver; Severance

13.1. Entire Agreement. These T&Cs (including clause 2.4) constitute the entire agreement. No reliance on prior statements not set out herein.

13.2. Variation. No variation is effective unless in writing signed by both parties, save that URL policies referenced in the Addendums may be updated in accordance with those Addendums.

13.3. Waiver. Failure to enforce is not a waiver.

13.4. Severance. If any provision is held invalid or unenforceable, the remaining provisions remain in full force.

Addendum A — Acceptable Use Policy (AUP)

A1. Fair Use & Rate Limits: Per-User daily chat caps and authentication requirements apply; Resulting may enforce fair-use via technical controls, including throttling. Automated or abusive traffic, account sharing beyond licensed seats, and attempts to bypass rate limits are prohibited.

A2. Prohibited Content/Activities: Illegal, harmful or infringing content; harassment, hate or discriminatory content; doxxing. Malware, exploit, or botnet operation; security testing without prior written consent. Circumventing security; interfering with or disrupting the Services. Submitting special category personal data, children's data, payment card (PCI) or health data unless expressly agreed in writing with enhanced controls. Export control/sanctions violations or other unlawful uses.

A3. Third-Party Terms: Customer must comply with its ChatGPT tenancy terms (where applicable) and any other third-party platform terms relevant to its use.

A4. Outputs/IP & Compliance: Customer must evaluate outputs for accuracy and legal compliance and avoid infringing uses or unlawful reliance.

A5. Security Duties: Protect credentials, enable MFA where available, and report suspected issues promptly. Customer is responsible for managing identities/roles and securing its environment, including its paid ChatGPT tenancy where relevant.

A6. Enforcement & Link to Suspension: Resulting may suspend where use presents a security/legal risk, materially breaches fair-use, or threatens stability; repeated or severe breaches may result in termination under clause 11. Availability of the Services is calculated under Addendum D.

Addendum B — Data Processing Addendum (UK)

B1. Roles & Access Models: ChatGPT Access Model — Customer acts as independent controller for Customer Content handled in its own paid ChatGPT tenancy. Resulting is controller only for minimal Service Data for authentication, usage controls, support, security and billing. Hosted Services — Customer is controller and Resulting is processor of Customer Content. OpenAI, AWS and other providers may act as sub-processors.

B2. Instructions, Purpose & Duration: Resulting processes Personal Data only on documented instructions from Customer and for the Subscription Term to provide and secure the Services.

B3. Security Measures: Resulting will implement the technical and organisational measures in Addendum C and maintain appropriate confidentiality, access controls, encryption in transit/at rest, and vulnerability management.

B4. Sub-processors: General authorisation to engage sub-processors. Resulting remains liable for their acts/omissions. Change notices: Resulting will give at least 30 days' prior notice of any addition or replacement; Customer may reasonably object on data protection grounds. If no alternative is agreed, Customer may terminate the affected Hosted Services and receive a pro-rata refund of prepaid Fees for the unused period. The current sub-processor list is maintained in Annex III and may be updated subject to this notice/objection process.

B5. International Transfers: Where Personal Data is transferred outside the UK/EU, Resulting will implement appropriate transfer safeguards (e.g., UK IDTA/Addendum or relevant SCCs), with supplementary measures as needed.

B6. Assistance & Cooperation: Resulting will assist with reasonable data-subject requests and DPIAs relevant to the Hosted Services. Resulting may charge reasonable fees for assistance that goes beyond standard support.

B7. Breach Notification: Resulting will notify Customer without undue delay and in any event no later than seventy-two (72) hours after confirmation of a Personal Data Breach, and will cooperate to mitigate and remediate.

B8. Return/Deletion: On termination of the Hosted Services, Resulting will make Customer Content available for export for 30 days (unless legally prohibited), then delete from active systems and backups per retention policies.

B9. Model Training & Analytics: Resulting will not train foundation models on Customer Personal Data beyond what is necessary to provide the Services as instructed and permitted by law. Service Data may be used in aggregated/de-identified form to operate, secure and improve the Services.

B10. Governing Law: This Addendum is governed by the laws of England & Wales.

Annex I — Details of Processing: Subject matter, duration, nature, types, categories, and special categories (not intended) are as per the Services described herein.

Annex II — Technical and Organisational Measures: See Addendum C.

Annex III — Approved Sub-processors: OpenAI (model inference/vector store), Amazon Web Services (hosting/integration), HubSpot (CRM/auth/usage telemetry) — UK/EU regions where available or as specified in the Order/Quote.

Addendum C — Security Measures (Detailed)

C1. Governance & Risk: Security program aligned to recognised frameworks; risk assessments at least annually; employee background checks where lawful; security training.

C2. Asset & Data Management: Asset inventories; data classification and handling; least-privilege access; periodic access reviews; encrypted storage and transport.

C3. Access Controls: RBAC; MFA for administrative access; SSO where supported; key management practices; session management; segregation of duties.

C4. Network & Platform Security: Network segregation; hardened baselines; vulnerability and patch management; DDoS and rate-limiting protections; anti-malware where applicable.

C5. SDLC & Change: Secure SDLC with code review, dependency scanning, and change control; periodic penetration testing; remediation tracking.

C6. Monitoring, Logging & Alerting: Security event monitoring; tamper-resistant logs; alerts for anomalous activity; retention aligned to legal and operational needs.

C7. Incident Response: Documented IR plan; containment, eradication and recovery procedures; post-incident reviews for material incidents; customer communications for notifiable events.

C8. Business Continuity & Disaster Recovery: Documented BCDR with periodic testing; backups with integrity checks. No specific RTO/RPO commitments are made under these T&Cs.

C9. Data Location & Residency: Customer Content processed by Hosted Services is stored and processed in the UK/EU by default unless otherwise agreed.

C10. Vendor & Sub-processor Oversight: Security due-diligence prior to onboarding and at renewal; contractual security and confidentiality obligations; risk-based monitoring.

C11. Customer Responsibilities: Manage identities/roles and enforce least privilege for Users; use supported endpoints and maintain security controls; avoid submitting prohibited data; promptly report suspected security issues to Resulting.

Addendum D — Support & Service Levels (Hosted Services)

D1. Channels & Hours: Support via email; UK Business Days (09:00–17:30 UK).

D2. Incident Classes & Targets: P1 (Critical outage): response 1h, target restoration 4h. P2 (Major impairment): response 4 Business Hours. P3 (Minor impairment): response 1 Business Day. P4 (General): response 2 Business Days.

D3. Availability Target & Exclusions: Monthly uptime target: 99.5% for Hosted Services. Exclusions: planned maintenance; emergency maintenance for security/stability; force majeure; Customer-caused incidents; upstream provider outages outside Resulting's control.

D4. Availability Calculation: "Availability" for a calendar month = (Total Minutes – Excluded Minutes – Downtime Minutes) ÷ (Total Minutes – Excluded Minutes). "Excluded Minutes" are minutes attributable to the exclusions in D3.

D5. Service Credits (Sole Remedy): For each full 1% below the target in a calendar month, a credit equal to 5% of the monthly Fees for the affected Hosted Services, capped at 20%. Claim within 30 days of month-end and include incident identifiers. Service credits are the Customer's sole and exclusive remedy for availability shortfalls.

D6. Maintenance Windows: Planned maintenance outside UK business hours where practicable; emergency maintenance may occur without notice for security or stability.

D7. Escalation, Reviews & Post-Incident: Escalation path and service reviews on request. Post-incident reports provided for P1 incidents within five (5) Business Days of resolution.

Addendum E — Trial Terms

E1. Purpose: Trial access is for internal evaluation only (no production use), non-transferable, and time-limited to the Trial Period stated on the Order/Quote.

E2. Scope & Caps: Resulting may enforce usage caps (e.g., seats, requests, storage) and may throttle or revoke access for stability or security.

E3. Fees: Trials are free of charge unless otherwise stated in the Order/Quote.

E4. SLA & Support: No SLA or service credits apply. Support is on a reasonable-endeavours basis only. Maintenance and upstream outages are excluded.

E5. Data Restrictions: Customer must not submit special category personal data, children's data, PCI, health, or similarly regulated data during a Trial.

E6. IP & Indemnity: No IP indemnity applies to Trials. All Services and outputs are provided "AS IS".

E7. Liability Cap: Resulting's aggregate liability for a Trial is capped at £1,000. For the avoidance of doubt, this cap applies in priority to clause 10.3 for Trials.

E8. Termination: Trials auto-expire at the end of the Trial Period. Resulting may suspend or terminate immediately for security, legal, or fair-use reasons.

E9. Conversion: If a Trial converts to a paid Subscription, the Trial ends on the Conversion Date and paid terms apply, with co-terming/proration as per clause 3.3. "Conversion Date" has the meaning in clause 3.6.

E10. Data Return/Deletion: For Hosted components, Resulting will make Customer Content available for export for 30 days after Trial end (unless legally prohibited) and may then delete it per retention policies.

E11. Law: These Trial Terms follow the governing law and jurisdiction in the main body.