

SCHEDULE 1

[Insert CRM Opp id]

SMART Evergreen Agreement Number:

Name of Customer: [Name of Customer Company in the Agreement]

This Schedule 1 describes the Services agreed to be provided under the terms of the ICS SMART AI Chatbot Evergreen Agreement identified above (the “Agreement”). The terms of the Agreement are incorporated herein by this reference and by providing payment for the Services under this Schedule. You agree to be bound by these terms. Any terms not otherwise defined herein will assume the meanings set forth in the Agreement.

Term
This Schedule 1 will commence on xx month xxxx (the “Commencement Date”) and will expire on xx month xxxx (The “Expiration Date”)

1. SMART EVERGREEN SUPPORT SERVICES AND FEES

The quantities listed in the table below represent the amount of Services that You have pre-purchased for use during the term of this Schedule 1 and applicable fees.

a. Fee Summary

Services Summary	
Licence to use the SMART AI Application(s)	
Insert SMART Products here	
Insert SMART Products here	
Insert SMART Products here	
Insert SMART Products here	£xxxx
Service	£xxxx
Total	£xxxx

b. Services

Designated Technical Account Manager (TAM)
Service Delivery Management
Problem Resolution Support: 1 hour per month

c. Scope of the Services

SMART AI Application ("SMART")
Microsoft Azure ("Microsoft Platform")
Custom Applications are not within the scope of the Services ("Custom Application") ie A customisation to our core Chatbot functionality

d. Targeted time for resolution of Problems

(24 hours SLA) elapsed hours for Priority 1 & 2 Problems
--

e. Pricing for additional Services hours mid-term

Additional Problem Resolution Support Hours	£150 Per hour, with a minimum of 15 hours
---	---

2. SMART AI APPLICATION

Licence to use the SMART AI Applications ("SMART") and deployed pre-release versions as described in the SMART Capabilities Reference	For up to an including unlimited External Users
ICS Materials	SMART Automation & Self Service UI – Category A SMART User Interface – Category A SMART Skills Store – Category A SMART OneStopBot Chatbots – Category A SMART AI – Category A Custom App - Category B

3. ICS CONTACT

Contact for questions and notices about this Statement of Work and the Agreement:

ICS Contact Name: Nick Horne
Address: Grove House, Lutyens Close, Chineham Court, Basingstoke, Hampshire, RG24 8AG
Phone: 01256 403800
Email: Nick.Horne@ics.ai

4. CUSTOMER NAMED CONTACTS

a. Customer Named Contacts

Name: customer name	Phone:
Address: customer address	Email: customer email
Name: customer name 2	Phone:
Address: customer 2 address	Email: customer 2 email

By signing below the parties agree to be bound to the terms of this Schedule

Customer	ICS.AI Limited
----------	----------------

Signature

Signature

Name of person signing (please print):

Name of person signing (please print):

Title of person signing (please print):

Title of person signing (please print):

Date (DD/MM/YYYY):

Date (DD/MM/YYYY):

SMART AI CHATBOT EVERGREEN AGREEMENT

This SMART AI Chatbot Evergreen Agreement ("Agreement") is effective as of 1st June 2023. In this Agreement "You", "Your" or "Customer" means the undersigned customer or affiliate and "ICS", "We", "Us" or "Our" means the undersigned ICS.AI Limited of Grove House, Lutyens Close, Chineham Court, Basingstoke, Hampshire, RG24 8AG, Registered Company 11346801. This Agreement is made in addition to the Agreement and/or for the avoidance of doubt the terms of this Agreement shall take precedence.

Customer Invoice Information

Name of Customer: customer name

Name of Customer that executed the Agreement if different than the undersigned:

Street Address:

Contact Email Address:

Invoicing

The SMART AI Chatbot Evergreen Agreement is a non-refundable, prepaid service. We must receive your signed copy of this Agreement before We provide SMART Evergreen services. We reserve the right to adjust Our fees prior to entering into any new Schedule 1. ICS.AI will invoice 45 days before the anniversary of the commencement date.

Term

This Schedule 1 will commence on xx month xxxx (the “Commencement Date”) and will expire on xx month xxxx (The “Expiration Date”)

By signing below the parties agree to be bound to the terms of this Schedule

<i>Customer</i>	<i>ICS.AI Limited</i>
-----------------	-----------------------

Signature

Signature

Name of person signing (please print):

Name of person signing (please print):

Title of person signing (please print):

Title of person signing (please print):

Date (DD/MM/YYYY):

Date (DD/MM/YYYY):

SMART EVERGREEN SERVICES

This Agreement sets forth both the SMART Licence terms and the accompanying Services available for purchase. The agreement also sets forth the parties' responsibilities and the prerequisites and assumptions associated with the Services. In addition to the Licence terms, the agreement also details the contractual matters that shall govern the commercial agreement between the parties.

1. AVAILABLE SERVICES

You may purchase the following Services, subject to certain minimum requirements. The Services You purchase and the associated fees will be set forth in the attached Schedule 1.

1.1 Service Delivery Management

Service Delivery Management incorporates monitoring and managing the quality and timeliness of the SMART Evergreen Support Services. Technical Account Manager or "TAM" orchestrates the management and delivery of ICS SMART Evergreen Support Services. TAMs also serve as the consolidation point for Your feedback regarding the Service to other ICS groups. TAMs can be Pooled, Designated or Dedicated determined by the level of Your engagement with us. "Pooled" refers to services provided by a team of TAMs, "Designated" refers to a single TAM who serves multiple accounts and "Dedicated" refers to a single TAM who serves a single account. The services are described in the table below, where a Y indicates the service is provided and a N indicates that the services in not provided under this Agreement.

Service	Microsoft Platform	SMART	Custom Application
Service Introduction. At the beginning of the contract period, the TAM will organise one or more Service Introduction sessions with You. The goal of this session is to introduce the service to whoever is going to use it, explain how to select and plan the services, show how to log assisted break-fix support requests, also known as Incidents, and demonstrate available tools.	Y	Y	Y
Service Desk. The Service Desk will register, log, assign priority and assign a unique reference number and carry out triage to establish issue resolution and escalation. Where triage identifies escalation to Problem Resolution Support appropriate resource allocation will be undertaken and you will be notified accordingly. Typically service desk activities include SMART Application feature advice & guidance, service restarts or addressing permissions queries. Incidents are subject to escalation where the service desk requires access to code, code changes, access to subject matter experts and where documentation or knowledge is deficient. Requests for support may be submitted via telephone, email or on the ICS SMART Evergreen Online portal by Your designated contacts. The Service Desk is available between 09:00am and 5:00pm Monday to Friday excluding public holidays. The target response time of the Service Desk to all Incidents is 1 hour.	Y	Y	Y
Incident Management. The TAM will provide oversight of support incidents to drive timely resolution and high quality of support delivery.	Y	Y	Y

1.2 Information Services

Information Services provides you with technical information about SMART products and support tools that help You to implement and operate SMART in a more efficient and effective manner. The ICS SMART Evergreen Online portal provides access to the following information resources. The services are described in the table below, where a Y indicates the service is provided and a N indicates that the services in not provided under this Agreement.

Service	Microsoft Platform	SMART	Custom Application
Regularly updated product news flashes documenting key support and operational information about SMART	N	Y	Y
Critical problem alerts notify You of potentially high-impact problems	N	Y	N
Web response tool for submitting and checking the status of Incidents	Y	Y	Y

1.3 Problem Resolution Support

Problem Resolution Support comprises skilled staff that provide assistance for problems with specific symptoms encountered while using SMART products, where there is a reasonable expectation that the problems are caused by SMART products. Problem Resolution Support can include any combination of the following services.

Problem Resolution Support is available during normal business working times. Problem Resolution Support is charged on an hourly basis and includes the commercially reasonable amount of hours of Services necessary to troubleshoot and help resolve the support issue. Problem Resolution Support is deducted from the monthly allocation of pre-paid hours set forth in Schedule 1. Any unused hours remaining at the end of the month will not be carried over to the next month and any unused hours remaining at the end of the Services Period will be lost. In the event that we, acting reasonably and in good faith, deem the Problem to be a Defect in SMART or where use of SMART is completely prohibited we will not charge Problem Resolution hours to You and the Priorities set out shall apply. If You exhaust all prepaid hours while We are addressing a particular incident, We will ask you to confirm whether and for how long You wish us to continue to attempt to resolve the Incident and, where you provide your consent in advance, charge You in arrears for Our additional efforts to address the incident.

You may need to purchase additional Problem Resolution Support hours before We will respond to additional incidents. In providing the Problem Resolution Support we will provide first, second and third level services as below:

Service	Microsoft Platform	SMART	Custom Application
First Level Problem Resolution Support The first level Support provides help, advice & guidance in all aspects of the SMART Application and the associated platform. It excludes SMARTWare, software development and problems that are outside the Scope of the Services	Y	Y	N
Second Level Problem Resolution Support The Second Level Support takes over Incidents which cannot be solved immediately within the means of the Service Desk. • These will be resources who understand the customer technical environment • Scope of service limited to remote support If no solution can be found, the Second Level Support passes on the Incident to Third Level Support or Escalation to Microsoft where appropriate	Y	Y	Y
Third Level Problem Resolution Support Third Level Support are product specialist Services Resources. • They can be used to provide advice, knowledge transfer and fixes • They are either Application or Infrastructure Architects or Consultants and usually subject matter experts. • Scope of service limited to on-site and/or remote Support • If no solution can be found the call will be escalated to Microsoft Support	Y	Y	Y

Service	Microsoft Platform	SMART	Custom Application
Supported Versions Support for the following versions subject to the release management programme: • Pre-release versions • Released versions for two years from the release date, or 1 year from the release date of the successor version, whichever is longer	N	Y	N
Onsite Support Onsite Support will provide both reactive and proactive support for You and Your location. This service is subject to ICS resource availability and may require an additional charge.	Y	Y	Y

Targeted time for resolution of Problems.

We will make reasonable efforts to provide a resolution to a Priority 1 or Priority 2 Incident within the timescale given in the Schedule 1.

Your Obligations and Definitions of Priority.

You are responsible for setting the initial priority level in consultation with Us and You can request a change in priority level at any time. These are defined in the following table:

Priority	Short description	Definition
1	Program unusable	Any Problem which: i. prevents the operation of a system module or causes the module or the operating system to fail completely or substantially; or ii. which requires constant or frequent re-starting of the module, or operating system; or iii. which results in irretrievable corruption or loss of data; or iv. any situation where Customer completely ceases to use the module due to the severity of the Problem.
2	Critical function loss	Any Problem which: i. prevents the use of a critical business function; or ii. the Customer can demonstrate has a significant effect on its overall business operation.
3	Non-critical function loss	Any Problem which: i. has a minor effect on a critical business function; or ii. prevents the use of a non-critical business function; and iii. which does not materially slow down Customer normal business operations.
4	Minor business affect	i. Any Problem which affects Customer business operation but does not prevent the use of any business function; or ii. any other Problem not categorised otherwise.
5	Cosmetic	Cosmetic aspect of the system which is considered unsatisfactory by Customer but which does not affect business operation in any material way.

You may be required to perform problem determination and resolution activities as reasonably requested by Us. Problem determination and resolution activities may include performing network traces, capturing error messages, collecting configuration information, changing product configurations, installing new versions of software or new components, or modifying processes.

You are responsible for backing up Your data and reconstructing lost or altered files resulting from catastrophic failures. You are also responsible for implementing the procedures necessary to safeguard the integrity and security of Your software and data.

1.4 Additional Services

You may purchase additional Problem Resolution Support services during the term of this Agreement at any time. The specific terms and conditions applicable to those services, may be set forth in this Agreement, Schedule 1. Any unused additional Problem Resolution Support time remaining at the end of the month will not be carried over to the next month and any unused hours remaining at the end of the Services Period will be lost. Prior to delivering additional Services, We must be in receipt of a purchase order or acceptable form of payment.

1.5 Updates via use of SMART: MESH

You agree that We will use our proprietary system known as SMART:MESH to inform and update the Services from time to time. You agree that anonymised data from Your use of the Services will be used to inform updates to the Services. You agree that SMART:MESH updates cannot be opted-out of and use of SMART:MESH is integral to the continued delivery of the Services.

2. PREREQUISITES AND ASSUMPTIONS

Our delivery of Services under this Agreement is based upon the following Prerequisites and Assumptions:

- a. All Services will be provided remotely to Your locations in the United Kingdom unless otherwise set forth in writing.
- b. For Problem Resolution Support, where onsite visits are mutually agreed We will bill You for expenses, or, at Your request we will deduct an equivalent number of Problem Resolution Support hours to cover the expenses.
- c. All Services will be provided in English unless otherwise agreed to by You and Us in writing.
- d. We can access Your system via remote connection to analyse problems at Your request. Our personnel will access only those systems authorised by You in order to utilise remote connection assistance, You must provide Us with the appropriate access and necessary equipment.
- e. If you request cancellation of a previously scheduled Problem Resolution Support service, We may choose to deduct a cancellation fee of up to 100% of the price of the service from the agreement if the cancellation or rescheduling was done with less than 30 day's notice prior to the first day of delivery.
- f. When purchasing Problem Resolution Support, we will require a corresponding quantity of Service Delivery Management to facilitate delivery of Your Problem Resolution Support.
- g. Additional Prerequisites and Assumptions may be set forth in relevant Schedules.

3. YOUR RESPONSIBILITIES

This section sets forth Your performance obligations under this Agreement. You warrant to fulfil the following responsibilities. Failure to comply with the following responsibilities may result in delays of Service.

- a. You can designate named contacts as set forth in the attached Schedule 1, one of which will be the Customer Support Manager ("CSM") for support related activities. The CSM is responsible for leading Your team and will manage all of Your support activities and internal processes for submitting support service requests to Us. Each contact will be supplied with an individual account number for access to the ICS SMART Evergreen Online website and support issue submission.
- b. You agree to provide an internal escalation process to facilitate communication between Your management and Us as appropriate.
- c. You agree to provide reasonable telephone and high speed internet access, and access to Your internal system and diagnostic tools to Our Services Resources that are required to be on-site.
- d. You are responsible for any travel and expenses incurred by Your employees or contractors
- e. You will maintain 1st and 2nd line support call management and triage, to include end-user liaison and communications
- f. You will maintain and make available where required such Technical resources for all associated Microsoft products not directly supported under this agreement, such as (not exhaustive and where relevant): Microsoft Active Directory, Microsoft Exchange Server, Microsoft SQL Server, Microsoft Windows Cluster Server, SAN attached storage, Network (LAN, WAN).
- g. You will provide access to technical policies/procedure documentation (as required) to aid support activities e.g. Backup/DR procedures, LAN WAN architecture, Server build and patches.

4. OWNERSHIP AND LICENCE

This section governs the ownership and use rights of any computer code or other materials that may be provided under this Agreement.

- a. We hereby grant you a limited, royalty free, paid up, worldwide licence to use the version of SMART as defined in Schedule 1 (and as updated by SMART:MESH) for the Term indicated for the number of users specified in Schedule 1. A licence for additional users may be purchased at anytime by agreement between the parties.
- b. You have the right to upgrade your version of SMART upon reasonable notice. The additional Services associated with the upgrade will be charged at the rates then current. We may provide updates SMART from time to time in order to ensure the Service is up to date.
- c. Subject to this Clause and to Clause 4.4 and 4.5 below ICS will own the underlying intellectual property, including but not limited to copyright, patents, trade marks, trade dress and trade secrets to any work products developed and provided hereunder ("foreground intellectual property") except those specifically identified as part of Custom Applications in Schedule 1 and where payment has been made in full for all Services relating to such Custom Applications. Where You elect to extend or modify any Custom Applications, such modifications shall be Your property and you shall indemnify Us from any claims arising from their use.
- d. In respect of pre-existing intellectual property including but not limited to copyright, patents, trade marks, trade dress and trade secrets ("background intellectual property") in work products or software provided under this Agreement and identified as 'ICS Materials Category A' in a Schedule 1 copyright will remain vested in ICS. The Customer is hereby granted a limited, royalty free, paid up, worldwide licence to use and to allow others to use those items designated as 'object code' within this Category for production purposes. The Customer is further granted a limited, royalty free, paid up, worldwide licence to use those items designated as 'source code' within the Category and to use such items for previously agreed technical purposes, but not to pass such materials to any third party without ICS prior written consent. To the extent permitted by law under the EU Computer Program Directive of 2009 the Customer will not nor will permit others to translate, adapt, or transform the form of object code provided.
- e. In respect of pre-existing (background) software identified as 'ICS Materials Category B', the same limited, royalty free, paid up, worldwide licence is granted to the Customer save that no right is granted to licence to others without ICS prior written consent. For avoidance of doubt use will be restricted to the 'object code'.
- f. It is further agreed that in the event of a material breach by the Customer or by third parties so licensed of any of the rights granted under this Clause 4 ICS shall have the right to terminate the affected licences granted hereunder in which case the Customer will forthwith return to ICS all ICS Materials of Categories A and B in its possession or else destroy them and certify to ICS that this has been done.

- g. Notwithstanding the above but subject to Clause 7, neither ICS nor any entity within the ICS group of companies will be prevented or restricted by this Agreement from developing and using any ideas, concepts, information or know-how relating to methods or processes of general application including those in the field of information technology and business processes.
- h. We or our legal representatives shall have the right of reasonable access to your premises (including remote access) upon reasonable notice to verify that the terms of this Agreement are being observed, including access to any relevant accounts or other records.
- i. In the event that You materially breach any of the terms of this Licence the rights conveyed hereunder in respect of the affected licensed materials shall cease forthwith. You undertake to return all such licensed materials in your possession to us or else to destroy them and to confirm writing to us that this has been done.

5. CHARGES & PAYMENT

- a. The charge for the provision of the Services will be as shown in Schedule 1. This charge is payable in advance and 30 days before the 12 month anniversary of the commencement date during the contract period.
- b. Any additional charges for services agreed during the course of a calendar month will be invoiced in the following month at the Additional Problem Resolution Support Services rates in Schedule 1.
- c. In addition to the payments referred to above, ICS will render and You will pay invoices in respect of all reasonable expenses incurred by ICS while working away from ICS's premises in connection with this Agreement, where these have been approved by You in advance in writing, in accordance with ICS Expenses Policy in Appendix 2 to this Agreement.
- d. All fees and expenses are specified exclusive of taxes. You will be responsible for paying any applicable VAT, at the rate in force at the time such liability arises.
- e. You will pay all valid invoices net monthly in arrears. In the event of late payment ICS reserves the rights to suspend the provision of Services and to charge interest on amounts overdue at the rate of 2% per annum above the annual base rate of National Westminster Bank plc in force from time to time.

6. TERMINATION

- a. This Agreement will be effective from the Commencement Date shown in Schedule 1 and will continue thereafter. In the event of a material breach of these terms, if the party in breach fails to cure the breach within 30 days of written notice of the breach, the non-breaching party has the right to terminate the Agreement with immediate effect.
- b. In the event of termination for material breach:
 - i. Where such termination is by You, subject to Clause 6.5 but without prejudice to any other rights you may have, ICS will refund the amounts paid for Services, less an amount representing Services supplied to You prior to the date of termination and less the entire amount representing the Licence to use the SMART Application.
 - ii. Where such termination is by ICS, ICS will refund the amounts paid for Services, less the pro-rata amount representing Services supplied to You prior to the date of termination and less the pro-rata amount representing the Licence to use the SMART Application.
- c. In the event of termination by written notice without cause prior to the end of a Service Period:
 - i. Where such termination is by You, no refund of any fees paid to ICS shall be due.
 - ii. Where such termination is by ICS, ICS will refund the amounts paid for Services, less an amount representing Services supplied to You prior to the date of termination.
- d. ICS reserves the right to terminate the Agreement upon 30 days written notice in the event that You fail to pay fees that have become due and payable under the provisions of this Agreement by the end of such notice period. Such termination, however, will not relieve You of the obligation to pay, which obligation shall expressly survive any termination.
- e. Either party may terminate this Agreement by written notice if the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed or calls a meeting of its creditors or ceases for any other reason to carry on its business

- f. In the event that You require ICS to uninstall SMART then ICS will supply:
 - i. where You have terminated for breach by ICS and without prejudice to any other rights You may have up to 5 days consulting services at no charge to advise on the specific impact to You of removing SMART and the appropriate steps You will need to take;
 - ii. where termination is for any other reason, up to 5 days of consulting services at the prevailing rate to advise on the specific impact to You of removing SMART and the appropriate steps You will need to take

7. CONFIDENTIAL INFORMATION

- a. You agree to supply at no cost to ICS all information and documentation reasonably required by ICS to perform the Services. Such information and documentation shall be subject to the provisions of confidentiality contained in Clause 7.2 below.
- b. Both of us agree to use all reasonable endeavours to prevent disclosure of any confidential information which may be disclosed in the course providing or receiving the Services and to use said information only for the purpose of providing or receiving such Services. Confidential Information does not include information which:
 - i. is or becomes generally available to the public other than as a result of a breach of an obligation under this Agreement, or
 - ii. is acquired from a third party who owes no obligation of confidence in respect of the information; or
 - iii. is or has been independently developed by the recipient.
- c. The confidentiality obligations in this clause 7 shall survive and continue after the termination of this Agreement.
- d. Subject always to Clauses 7.1 and 7.2 above, We may cite Your agreement for ICS to perform the Services to Our other Customers and prospective Customers.
- e. ICS may wish from time to time to develop and to use Case Study material derived from the services provided for training, promotional and marketing purposes. The Customer undertakes to permit the use of such material, which would be ICS copyright, provided always that:
 - i. the material has first been discussed and agreed in writing between the parties and
 - ii. nothing contained therein shall include any of the Customer's confidential information

8. WARRANTIES & LIABILITIES

- a. ICS warrants that the core SMART Application shall conform in all material respects with the current Capability Description. Where a non-conformance between SMART Application and its Capability Description is identified by You and agreed by ICS and the non-conformance can be repeated when using ICS own infrastructure environment then, at Your discretion:
- b. ICS shall endeavour to resolve the non-conformance in accordance with the Priorities defined in the Agreement and at its own expense, or
- c. Subject always to Clause 5 provide source code to allow You to resolve the non-conformance
- d. ICS warrants that any SMARTWare shall conform in all material respects with its specification for a period of 30 days from the date that such SMARTWare was installed for your acceptance. Within this period, where a non-conformance between the SMARTWare and its specification is identified by You and agreed by ICS and the non-conformance can be repeated when using ICS own infrastructure environment then ICS shall endeavour to resolve the non-conformance at its own expense.
- e. Each party accepts liability without limit (i) for death or personal injury caused by its negligence or the negligence of its employees acting in the course of their employment; (ii) for fraud, including any fraudulent pre-contractual misrepresentations upon which the other party can be shown to have relied; and (iii) any other liability which by law cannot be excluded. This does not in any way confer greater rights than either party would otherwise have at law.
- f. Subject to clause 8.6, ICS accepts liability to pay damages in respect of loss or damage suffered by You arising out of or in connection with its act or omission related to the provision of the Services.
- g. Subject to clause 8.4 liability to pay damages will not exceed £200,000 per incident or series of connected incidents, or the amount paid or payable under this Agreement, whichever is the greater amount. In no event will either party's liability exceed £500,000 in total during the term of the Agreement.
- h. Except as herein provided, neither party shall in any circumstances be liable to the other whether in contract tort or otherwise for loss of turnover, sales revenue, profits or special, indirect or consequential loss including without limitation economic loss or failure to realise anticipated savings or benefits even if such party has been advised of the possibility of such damage.
- i. The Services and Deliverables are provided solely for the benefit of You, the Customer. ICS accepts no liability or responsibility to any third party that You allow to benefit from or use the Services or gain access to the Deliverables.

- j. Any legal action arising from or in connection with this Agreement must be brought within the Term of this Agreement and within two years from the date when the party bringing the action first becomes aware or ought reasonably to have become aware of the facts which give rise to the liability or alleged liability.
- k. The remedies available and the liability accepted by ICS under this Clause 8 are the only remedies and to the extent permissible by law the absolute limit of ICS's liability arising under or in connection with this Agreement. All other liability is expressly excluded.
- l. ICS warrants that it has the right to licence SMART to You
- m. To the extent permissible by law all warranties, conditions or terms other than those expressly set out in this Agreement are excluded including but not limited to all implied and statutory

9. DATA PROTECTION

- a. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this Clause 9, Applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- b. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Provider is the Processor. Section 1 of this SMART EVERGREEN SERVICES document sets out the scope, nature and purpose of processing by the Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.
- c. Without prejudice to the generality of Clause 9.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider and/or lawful collection of the Personal Data by the Provider on behalf of the Customer for the duration and purposes of this agreement.

- d. Without prejudice to the generality of Clause 9.1, the Provider shall, in relation to any Personal Data processed in connection with the performance by the Provider of its obligations under this agreement:
- i. process that Personal Data only on the documented written instructions of the Customer [which are set out in Schedule 2 unless the Provider is required by Applicable Laws to otherwise process that Personal Data. Where the Provider is relying on Applicable Laws as the basis for processing Personal Data, the Provider shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
 - ii. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - iii. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - iv. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - the Customer or the Provider has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - the Provider complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- v. (e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - vi. (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - vii. (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - viii. (h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Provider, an instruction infringes the Data Protection Legislation.
- e. The Customer does not consent to the Provider appointing any third party processor of Personal Data under this agreement. OR The Customer consents to the Provider appointing as a third-party processor of Personal Data under this agreement. The Provider confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Provider, the Provider shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.
- f. Either party may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

10. GENERAL

- a. Assignment – This Agreement may not be assigned in whole or in part save that:
- i. ICS may assign its obligations to another company within the ICS group of companies provided that such company is capable of meeting its obligations pursuant to this Agreement; and
 - ii. You may assign Your obligations to another company within your group of companies provided that such company is capable of meeting its obligations pursuant to this Agreement.

- b. Solicitation of Personnel - During the period of this Agreement or within 6 months of its termination, other than through general press advertising each party agrees not to solicit directly or indirectly as employee, agent or consultant any staff or consultants of the other party who have been connected with the provision of the Services or otherwise connected with this Agreement. In the event that a party employs an employee, agent, consultant or any staff or consultants of the other party who have been connected with the provision of the Services or otherwise connected with this Agreement, it agrees to pay a recruitment fee equal to the remuneration of that employee for a period of six months at the most recent salary, or 110 Working Days at the fee rate, under which that employee performed work, whichever is applicable.
- c. Force Majeure - Neither party shall be responsible or liable for any damage, delay or failure of performance caused by any circumstances beyond its reasonable control.
- d. Changes – By agreement, ICS may revise the composition of the Services upon each successive anniversary of the Commencement Date or at any time and, in such event, will issue a revised Schedule 1 not later than 45 days prior to such anniversary.
- e. Where ICS has provided an indication of the time and/or Services Resources required to provide the services it will seek to achieve satisfactory results within that period and with those Services Resources but any such indication is only an estimate and is not binding unless expressly agreed to be so in a Schedule to this Agreement
- f. Validity of Agreement Provisions - If a Court or other competent body decides that any clause or sub-clause of this Agreement is invalid, such clause or sub-clause shall be deemed not to form part of this Agreement. In such event, the remaining provisions of this Agreement shall remain in full force and effect.
- g. Entire Agreement - This Agreement is the entire agreement between the parties relating to the subject matter and supersedes any previous agreements or understandings between the parties regarding such matters. Any terms and conditions in any Customer's purchase order are expressly excluded from this Agreement. The headings and titles in this Agreement are included to make it more readable but do not form part of the Agreement.
- h. Rights of Third Parties - The parties agree that nothing in this agreement shall, nor is intended to, confer any benefit on any third party whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- i. Notices – Any notice to be served on either of the parties by the other shall be sent by prepaid, recorded delivery or registered post or by fax and shall be deemed to have been received by the addressee 72 hours after posting to the last known business address of the recipient, or 24 hours if sent by fax to the correct fax number
- j. Law – This Agreement shall be governed and construed in accordance with the laws of England and Wales.

- k. Disputes – The parties will attempt to resolve by management negotiation any dispute which may arise between them. Where both parties agree that it may be beneficial they will seek to resolve the dispute through mediation using the services of the Centre for Dispute Resolution (CEDR). If the dispute is not resolved through negotiation or mediation the parties agree that the English Courts will have exclusive jurisdiction in connection with the resolution of the dispute.
- l. Nothing in this Agreement will create the relationship of agency or partnership between ICS and the Customer and neither ICS nor the Customer will represent that any such relationship exists. Neither shall employees of one party be considered as employees of the other party.

11. MEDIA

- a. In the event of media engagement, negative publicity, press, or public criticism – direct or indirect - concerning the AI solutions provided by ICS.AI, both parties commit to a proactive and collaborative approach to address the situation, ensuring consistency, accuracy, and empathy in all responses. Each party agrees to promptly inform the other upon becoming aware of any such incidents, facilitating a swift and coordinated response. The customer acknowledges ICS.AI's right to engage with the media and to participate in formulating a response strategy to protect its reputation. Understanding the importance of unified communication, both parties agree to coordinate their responses, maintain transparency throughout the process, work diligently to promptly address any issues, and uphold the integrity of the technology and its impact.

12. ATTACHMENTS

The following Schedule(s) are attached at the execution of this Agreement:

ICS SMART Evergreen Support Description Schedule: Schedule 1

ICS SMART Internal/External Assistants/ML modules/Platforms Delivery Capabilities V1.0

APPENDIX 1 - DEFINITIONS

Term	Meaning
Agreement	This ICS SMART Evergreen Agreement
Capability Description	The latest SMART Delivery Capabilities Reference document
Category A	Category of SMART ICS Materials marked as the then current category A under Schedule 1, which may be updated by ICS from time to time
Category B	Category of SMART ICS Materials marked as the then current category B under Schedule 1, which may be updated by ICS from time to time
Commencement Date	The date that the Agreement shall be effective from
Custom Application	Bespoke software provided by ICS that is specified in Statement of Work and not described in the Capability Description
Custom OneStopBot SDK	A kit of tools and technical processes for software developers the create their own custom bots
Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures	As defined in the Data Protection Legislation
Data Protection Legislation	The UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.
Defect	A non-conformance between the operation of Your SMART Application and the Capability Description
Deliverable	Any software or document provided to You under this Agreement
Expiration Date	The date that the Agreement shall be effective until

Term	Meaning
SMART Application	The application described in the SMART Delivery Capability Description document
SMART AI	The suite of digital assistants comprising distinct chatbots for OneStopBot, SMARTHub, AI Customer Services Bot, AI Citizen Services Bot, , SMART AI Student Services Bot, SMART AI IT Support Services Bot, SMART AI Police Employee Services Bot, SMART AI Citizen Police Bot, SMART AI Platforms, SMART AI Digital Assistants SMART AI Smart Bot Add ons, SMART AI Skills (Quantity included in licence)
SMART AI ML	Machine Learning Email Automation, Patterns and Predictions
SMART:MESH	SMART machine learning capability which informs regular automatic updates to SMART AI through a supervised learning service which improves the performance of the Services
SMART User	Any internal or external user that you have granted access to the SMART Application under the terms of this Licence
Skills	The ability for a Bot to connect to information, execute processes and route information to applications using SMART product
SMARTWare	Configuration, customisation or further development of the SMART Application or the SMART AI ML Application provided by ICS under this or another Agreement
Incident	Requests for Services made by You to the Service Desk under this agreement
Licence	The right to use SMART AI granted by ICS
Services	The activities described as Service Delivery Management, Information Services and Problem Resolution
Services Period	The successive periods of one year starting from the Commencement Date
Services Resources	The personnel selected by ICS to perform the Services

Term	Meaning
Problem	An Incident with specific symptoms encountered by You when using software within the scope of these services.
TAM	Technical Account Manager
UK Data Protection Legislation	All applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended

APPENDIX 2 – PUBLICITY STATEMENT

customer purchases SMART AI from ICS.AI Limited