



GREAT WAVE AI
TERMS & CONDITIONS

TERMS AND CONDITIONS

1. Definitions and interpretation

The definitions and rules of interpretation set out in schedule 1 (Definitions) shall apply to this agreement.

2. Commencement and duration

This agreement shall take effect from the Effective Date and, unless terminated earlier in accordance with the terms of this agreement, shall continue in force for the "**Term**".

3. Provision of Service

3.1 Throughout the Term, Great Wave AI shall provide the Services in accordance with the terms of this agreement.

3.2 Great Wave AI shall:

- (a) ensure that the Services conform in all material respects with schedule 2 (Services);
- (b) perform the Services with no less than reasonable skill and care; and
- (c) in performing its obligations under this agreement, comply with all then-current laws which are applicable to Great Wave AI.

3.3 Partner acknowledges and agrees that Great Wave AI's provision of the Services is conditional upon:

- (a) payment of the Fees;
- (b) Partner promptly providing all reasonable assistance, information and decision-making as reasonably required by Great Wave AI from time to time, which it agrees to give;
- (c) all Partner Data and Partner Materials being reliable, accurate and complete in all respects; and
- (d) the Partner's compliance with this agreement.

3.4 Partner agrees and acknowledges that it is Partner's responsibility to ensure it has equipment (of appropriate specification and compatible with the Services) and internet connection to enable Partner to connect to and use the Services.

3.5 Partner agrees that the Services are under development and Great Wave AI may change, modify or enhance the Services during the Term provided it does not remove or materially reduce core functionality.

3.6 In addition to the Services, Great Wave AI shall use reasonable commercial efforts to work with Partner during the Term to provide Ancillary Services at no additional cost to Partner, at a time and in a form to be agreed between the parties from time to time.

3.7 Partner agrees that Great Wave AI is not responsible nor liable for any actions Partner may take, or fail to take, as a result of relying on the Services. Other than as expressly set out in this agreement, no implied conditions, warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law (including but not limited to, any warranty regarding fitness for purpose, quality, merchantability or non-infringement) are, to the fullest extent permitted by applicable law, excluded. In particular, Great Wave AI does not warrant that the operation of any Service will be uninterrupted, contaminant-free or error-free, or that they will meet Partner's requirements.

4. Usage Restrictions and Intellectual Property Rights

4.1 As between Great Wave AI and the Partner, all Intellectual Property Rights belonging to a party prior to the signing of this agreement or developed other than for the purposes of this agreement shall remain vested in that party or its licensors, as appropriate (the **"Pre-existing Materials"**).

4.2 Great Wave AI's Pre-existing Materials includes the Services and the Software (which shall include all modifications or improvements to the Software).

4.3 Any Intellectual Property Rights in Partner Data, Partner Materials and/or Outputs shall vest in Partner, and Great Wave AI shall obtain no rights, title and interest in Partner Data, Partner Materials and/or Outputs whatsoever, except that Great Wave AI is permitted to use Partner Data, Partner Materials and Outputs solely for the purposes of providing the Services under this agreement during the Term. In the event Great Wave AI is or becomes the owner of any Intellectual Property Rights in Partner Data, Partner Materials and/or Outputs through operation of law or otherwise, Great Wave AI immediately assigns all such rights to Partner.

4.4 Subject to payment of the Fees, Great Wave AI grants to Partner a limited, non-exclusive, non-transferable, non-sublicensable licence during the Term to access and use the Software and Services for Partner's internal business operations.

4.5 Only Partner is licensed to access and use the Software and Service and solely for its internal business purposes and subject to the Service Limitations. Use by Partner includes use by its Authorised Users only, provided that each Authorised User is accessing and using the Software and Services exclusively on Partner's behalf, for internal business purposes, and with Partner's authorisation.

4.6 Partner shall not, and shall not permit any third party to, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

- (a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and Services (as applicable) in any form or media or by any means;

- (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
 - (c) access all or any part of the Software and Services in order to build a product or service which competes with the Services;
 - (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, otherwise commercially exploit, or otherwise make the Software and Services available to any third party except as may be necessary to allow the Services to work; or
 - (e) attempt to obtain, or assist third parties in obtaining, access to the Software or Services, other than as provided under this agreement.
- 4.7 Partner shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and, in the event of any such unauthorised access or use, shall promptly notify Great Wave AI.
- 4.8 Partner shall comply with, and shall ensure that each authorised user consents to and complies with, any terms of use or service (including any acceptable use policy or other restrictions or limitation) that Great Wave AI may publish through the Service, or any other restrictions or guidelines that Great Wave AI makes available to Partner, each as updated by Great Wave AI from time to time, all of which are incorporated into this agreement by reference.
- 4.9 Subject to clauses 4.10 and 4.12, Great Wave AI shall indemnify Partner and its respective officers, directors, partners, employees, agents, sub-contractors and contractors ("**Partner Connected Entities**") against all costs awarded in final settlement of any claims by a third party against Partner and/or the Partner Connected Entities that the provision of the Software and/or the Services infringe that third party's Intellectual Property Rights in the United Kingdom.
- 4.10 The indemnity set out in clause 4.9 shall not apply to the extent any such claim arises as a result of (i) the incorporation of Partner Data or Partner Materials into the Software or Services in accordance with this agreement; (ii) the modification of any Software by or on behalf of Partner; or (iii) the use of the Software or the Services other than as permitted under this agreement.
- 4.11 Partner shall indemnify Great Wave AI and its respective officers, directors, partners, employees, agents, sub-contractors and contractors ("**Great Wave AI Connected Entities**") against all costs awarded in final settlement of any claims by a third party against Great Wave AI and / or the Great Wave AI Connected Entities that any Partner Data or Partner Materials provided by or on behalf of Partner under this agreement infringes that third party's Intellectual Property Rights.
- 4.12 In the event of a claim pursuant to clause 4.9 or clause 4.11:
- (a) the party indemnified and claiming under the relevant indemnity ("**Indemnified Party**") shall as soon as reasonably practicable give to the party which has given the indemnity or has the obligation to defend the relevant claim (as the case may be) (the "**Indemnifier**") written notice of the claim against which the Indemnified

Party is claiming to be indemnified and all details of the claim from time to time in the knowledge or possession of the Indemnified Party;

- (b) the Indemnifier shall, at its own cost and expense, be entitled to control the defence of the claim and any related proceedings or settlement negotiations, provided that:
 - (i) the Indemnifier shall conduct such litigation with due diligence and propriety and in such a way as not to bring the reputation or good name of the Indemnified Party into disrepute. In this regard, it will take into account and action any reasonable comments made by the Indemnified Party in relation to the conduct and/or settlement of the litigation;
 - (ii) the Indemnified Party shall use all reasonable endeavours to mitigate any claims;
 - (iii) the Indemnifier shall keep the Indemnified Party informed in writing at all times of material developments in the litigation or negotiations;
 - (iv) the Indemnifier shall not make any admissions or otherwise take or fail to take any action which would be prejudicial to any Indemnified Party; and
 - (v) at the cost and expense of the Indemnifier, the Indemnified Party shall take all reasonable steps to co-operate with the Indemnifier in the defence of such claim, proceedings or negotiations.

5. Fees, invoicing and payment

- 5.1 Partner shall pay to Great Wave AI the Fees within 30 days of receipt of an invoice, for access to the Software and Great Wave AI's performance of the Services. Invoices are payable, in full without deduction, set off or withholding of any kind. All paid Fees are non-refundable.
- 5.2 Partner shall settle invoices submitted pursuant to this clause 5 by electronic transfer to such bank account as Great Wave AI may nominate.
- 5.3 No additional fees or charges shall be charged by Great Wave AI to Partner for Ancillary Services, unless agreed otherwise by the parties.
- 5.4 Partner shall pay value added tax (or equivalent sales/service tax) on (and in addition to) the Fees at the rates prescribed by law at the time such Fees become due. The Fees are specified and payable in Great British Pounds.
- 5.5 Without prejudice to any other right or remedy available to Great Wave AI and without giving Partner permission to exceed the Service Limitations (if any), Great Wave AI reserves the right to charge additional Fees at Great Wave AI's then-current pricing in the event that any of the Service Limitations are exceeded, except with Great Wave AI's prior written consent.

6. Limitation of Liability

6.1 Neither party excludes or limits liability to the other party in respect of:

- (a) death or personal injury caused by its negligence;
- (b) any fraudulent pre-contractual misrepresentations made by it on which the other party can be shown to have relied or other fraud or fraudulent misrepresentations;
- (c) clauses 4.9 or 4.11 (Intellectual Property Rights Ownership), as applicable;
- (d) the payment of the Fess due under this agreement; or
- (e) any other liability arising out of or in connection with this agreement which cannot be excluded or restricted by law.

6.2 Subject to clause 6.1, neither party shall be liable for:

- (a) any indirect, consequential or special loss; or
- (b) any loss of profit, loss of business or contracts, lost production or operation time, loss of or corruption to data, loss of goodwill or anticipated savings,

however arising (whether from breach of contract, tort (including negligence), breach of statutory duty or otherwise), whether or not such loss was foreseeable or if the party which would otherwise be liable for such loss was advised of its possibility.

6.3 Subject to clause 6.1, Great Wave AI shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of:

- (a) the use of any Partner Data, Partner Materials or Outputs in accordance with the terms of this agreement;
- (b) any adaptation or modification of the Software or any Services or integration or combination with any other product or material not supplied by Great Wave AI, in each case carried out by anyone other than Great Wave AI or without Great Wave AI's express written consent;
- (c) the compliance by Great Wave AI with any design, specification or instructions provided by on behalf of Partner.

6.4 Subject to clauses 6.1, 6.2 and 6.3, each party's aggregate liability (whether in contract, tort (including negligence), breach of statutory duty or otherwise) arising out of or in connection with this agreement shall in no event exceed the total amount of the Fees paid or payable under this agreement.

7. General Obligations and Compliance

7.1 Each party warrants to the other that:

- (a) it has the right to enter into this agreement;
 - (b) as at the date of this agreement, it is not subject to any Insolvency Event;
 - (c) it has, and shall continue to have for the Term, where appropriate, full capacity and authority and all necessary governmental, administrative and regulatory authorisations, licences, permits and consents and all necessary Intellectual Property Rights and other rights to enter into and to perform its obligations under this agreement.
- 7.2 Partner warrants that Partner has the right to provide to Great Wave AI the Partner Data and Partner Materials it provides under this agreement, and to allow Great Wave AI to use those in order to provide the Services.
- 7.3 Partner acknowledges and agrees that it is responsible for complying with all applicable law in the operation of its business, and Great Wave AI's provision of the Software and / or the Services, in accordance with this agreement does not place any responsibility on Great Wave AI for Partner's compliance with any applicable laws.
- 7.4 Partner acknowledges and agrees that the Services are in their development phase and will continue to evolve throughout the Term, as such, its use of the Services is at its own risk. Great Wave AI does not make any representations, warranties or guarantees of any kind with respect to the reliability, performance, functionality, or output of the Services except as expressly stated in this agreement.

8. Insurance

Without prejudice to Great Wave AI's obligations and liabilities under this agreement, Great Wave AI shall effect and maintain in force for the Term, with reputable and substantial insurers, such policies of insurance as are sufficient for a business of Great Wave AI's type.

9. Confidentiality

- 9.1 Partner and Great Wave AI shall each:
- (a) keep all Confidential Information given by one party (the "**Disclosing Party**") to the other party (the "**Recipient**") or otherwise obtained by the Recipient confidential; and
 - (b) not (except as expressly permitted) disclose the Confidential Information to any third parties, make copies of material containing the Confidential Information or otherwise use the Confidential Information.
- 9.2 Subject to clauses 9.3 and 9.4, the Recipient may only use, disclose and copy the Disclosing Party's Confidential Information to the extent necessary:
- (a) to comply with its obligations under this agreement; and

- (b) to enable the Recipient to exercise its rights under this agreement (including to receive and use the Software and Services).

9.3 Great Wave AI may disclose Partner's Confidential Information to:

- (a) Great Wave AI's personnel and / or professional advisers, on a 'need to know' basis and then only for the purpose identified in clause 9.2;
- (b) any actual or potential investor in Great Wave AI's business (provided that such disclosure includes only the terms of this agreement and does not include any Partner Data or Partner Materials); and
- (c) any other person with the prior written consent of Partner.

9.4 Nothing in this agreement prohibits the use or disclosure of any Confidential Information by either party to the extent that the:

- (a) information has been placed in the public domain otherwise than due to a default of the party;
- (b) disclosure is expressly required by applicable law, but the party must use its best efforts to minimise any such disclosure;
- (c) information has been independently developed by the party without reference to the Confidential Information of the other party; or
- (d) other party has approved in writing the particular use or disclosure of the Confidential Information.

9.5 The parties acknowledge that each party will be entitled to equitable relief against the other (in addition to any other rights available under this agreement or at law) if any party breaches any of its obligations under this clause 9.

9.6 The obligations with respect to Confidential Information disclosed under this agreement will survive termination and expiry of this agreement and will continue for as long as the information remains confidential.

10. Data protection

10.1 Each party shall at all times during the Term and any extension or renewal thereof:

- (a) comply with the Data Protection Legislation; and
- (b) comply with its respective obligations set out in schedule 3 (Data Protection).

11. Termination

11.1 Without prejudice to any other rights or remedies it may have, either party may on giving no less than thirty (30) days written notice to the other party, terminate this agreement in whole:

- (a) if the other party commits a material breach in respect of this agreement which:
 - (i) is not capable of remedy; or
 - (ii) is capable of remedy but is not remedied within such thirty (30) day period (in which case the agreement shall terminate upon the expiry of the thirty (30) days' notice without further notice being required);
 - (b) if the other party undergoes an Insolvency Event (unless prevented from terminating in accordance with applicable law); or
 - (c) pursuant to clause 14.5 (Force Majeure).
- 11.2 Termination of this agreement however and whenever occurring shall not prejudice or affect any right of action or remedy which shall have accrued to any party up to and including the date of such termination.
- 11.3 The provisions of clauses 4, 6, 7, 9, 11, 12, 14, 15 and 16 and of any other clauses which by their nature continue shall survive termination or expiry of this agreement, however and whenever occurring.

12. Consequences of Termination

- 12.1 Within 30 days after the date of termination or expiry of this agreement (or upon request by Partner at any other time) Great Wave AI shall:
- (a) if requested to do so, and where technically possible, return to Partner all of Partner's Confidential Information, Partner Data, Partner Materials, Outputs and all other property of Partner (whether tangible or intangible) in its possession or control; and
 - (b) if requested to do so, destroy or permanently erase (if technically possible) all documents and all records (in any media) created by it or on its behalf that use, concern or are based on any of Partner's Confidential Information, Partner Data and/or Partner Materials;
- but excluding in either case (i) data required for the defence of actual or anticipated disputes, and/or (ii) any data incidentally contained in emails or in archived files, which shall in any event remain subject to the obligations of confidentiality set out herein.
- 12.2 Upon termination of this agreement for any reason Partner shall immediately cease to access and discontinue all use of the Services.

13. Prevention of Corruption

- 13.1 Each party shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");

- (b) have and maintain in place throughout the Term its own policies and procedures, to ensure compliance with the Relevant Requirements, and enforce them as they deem appropriate;
- (c) promptly report to the other party any request or demand received by a party in connection with the performance of this agreement to offer, promise or give any undue financial or other advantage of any kind; and
- (d) promptly notify the other party if it or any person engaged by it is prosecuted, charged or convicted of any offence under the Relevant Requirements or any violation (suspected or actual) of any policies or procedures under this clause.

13.2 Each party represents and warrants that:

- (a) it nor its officers or employees have been convicted of any offence under the Relevant Requirements; and
- (b) as at the date of this agreement, no charges relating to bribery or corruption have been brought against it or any person engaged by it.

14. General provisions

- 14.1 Great Wave AI may appoint sub-contractors for the provision or performance of any or all of its obligations under this agreement. Great Wave AI shall remain liable for such obligations and responsibilities under this agreement.
- 14.2 Nothing in this agreement shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between Partner and Great Wave AI and neither party shall have any authority to act on behalf of the other nor to bind the other in any way, except as expressly permitted by the provisions of this agreement.
- 14.3 If any provision of this agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of any such severance, the parties shall negotiate in good faith with a view to replacing the provisions so severed with legal and enforceable provisions that have similar economic and commercial effect to the provisions so severed.
- 14.4 No variation or alteration of this agreement shall be effective unless in writing and signed by an authorised representative of each of the parties.
- 14.5 No party shall in any circumstances be liable to the other for any loss of any kind whatsoever, whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to an Event of Force Majeure. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Event of Force Majeure. If any Event of Force Majeure affecting Great Wave AI subsists for a period of thirty (30) days or more, Partner may terminate this agreement on written notice with immediate effect without any cost or liability whatsoever.

- 14.6 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.7 This agreement constitutes the entire understanding between the parties relating to the subject matter of this agreement and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings (whether in either case oral or written) with respect hereto, except in respect of any fraudulent misrepresentation made by a party.
- 14.8 Except in respect of any fraudulent misrepresentation made by a party, the parties acknowledge that they have not relied on any representations, writings, negotiations or understandings, whether express or implied, (other than as set out in this agreement) in entering into this agreement.

15. Notices

- 15.1 Any notice under this agreement shall be given or made by post in a first class prepaid letter, courier or by hand, sent to the address set out in the Front Sheet or such other address as it may have notified from time to time, and if that letter is not returned as being undelivered, that notice shall be deemed to have been given or made:
- (a) for a letter, at 9.00 a.m. on the third Business Day after the date of posting; or
 - (b) upon delivery if served by hand or by courier.
- 15.2 The parties also agree that notices under this agreement may be given by email, to the email address set out on the Front Sheet, provided always that the party giving notice also sends a copy of that notice to the receiving party in the form set out in clause 15.1. Such email notice shall be deemed received at 9.00am on the first Business Day after sending.

16. Governing law and jurisdiction

- 16.1 This agreement shall be governed by and construed in accordance with English laws.
- 16.2 The parties irrevocably submit to the exclusive jurisdiction of the English courts in respect of any dispute or disagreement arising out of or in connection with this agreement.

This agreement has been signed on the date stated on the Front Sheet.

SCHEDULE 1 (DEFINITIONS)

1. Definitions

In this agreement, where the context so admits, the following words and expressions shall have the following meanings:

Agent(s)	Means an Agent as used within the Software. It can be viewed as a virtual assistant able to perform a function (answer questions, generate content, etc).
Agent Interaction(s)	Means any interaction with an Agent via any channel. A non-exhaustive list of examples of interactions include: - a question raised to the Agent - a request for the Agent to generate content A non-exhaustive list of examples of channels include: - via an API call to the API provided within the Agent - via the chat functionality provided with each Agent - via the iFrame provided with each agent
Ancillary Services	Means services supplied by Great Wave AI to Partner in addition and related to the Services (for example consultancy services) as agreed from time to time.
eBusiness Day	Means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Confidential Information	Means all information (whether written, oral or in some other form) disclosed to or obtained by one party (whether directly or indirectly) from the other (whether before or after the signing of this agreement), including all information relating to that other's, or any of its Group Members', business, operations, systems, processes, products, trade secrets, know how, contracts, finances, plans, strategies or current, former or prospective clients, customers, partners or suppliers (together with copies made of any of the foregoing) and which information is marked as being confidential or might reasonably be assumed to be confidential, but excluding information which: a) is available to the public other than because of any breach of this agreement; b) is, when it is supplied, already known to whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others; or c) is independently obtained by whoever it is disclosed to in circumstances in which they are not prevented from disclosing it to others.

Data Protection Legislation	Means, to the extent applicable to this agreement, (i) the United Kingdom General Data Protection Regulation, the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and the Security of Network & Information Systems Regulations 2018, all as amended and/or replaced, and in force from time to time, (ii) the General Data Protection Regulation 2016 (EU) 2016/679 and all other applicable laws and regulations relating to data protection and privacy, and (iii) all related statutory codes of practice and guidance issued by any relevant data protection authority.
Disclosing Party	Has the meaning given to it in clause 9.1(a).
Effective Date	Means the effective date set out on the Front Sheet.
Event of Force Majeure	Means an event outside a party's reasonable control, including without limitation: acts of God, flood, drought, earthquake or other natural disaster; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; pandemics or public health emergencies; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to obtain a necessary licence or consent.
Fees	Means the fees for the Services, as set out on the Front Sheet.
Front Sheet	Means the front sheet attached to these Terms and Conditions.
Great Wave AI Connected Entities	Has the meaning given to it in clause 4.11.
Group Member	Means at the relevant time, in relation to any entity, an entity which, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that entity, where "control" means holding, directly or indirectly, a majority of the voting rights in it, or the power to direct or cause the direction of its management, policies or operations, whether through holding of voting rights, by contract or otherwise.
Indemnified Party	Has the meaning given to it in clause 4.12.
Indemnifier	Has the meaning given to it in clause 4.12.
Insolvency Event	Means any of the following: (a) a party is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 as they fall due; or (b) a resolution is passed for the administration of that party; or (c) the presentation of a petition for winding up of a party, which petition is not dismissed within twenty eight (28) days; or (d) an order is made or a resolution is passed for winding up of a party, save for the purpose of a solvent reconstruction or amalgamation with

	the resulting entity assuming all the obligations of the entity that has been wound up; or (e) if a receiver, administrative receiver, administrator, examiner, liquidator, provisional liquidator or similar officer is appointed over all or any part of the assets or undertaking of a party and is not discharged with thirty (30) days of such appointment; or (f) a party enters into or proposes a "Voluntary Arrangement" as defined within Part 1 of the Insolvency Act 1986 or convenes a meeting of its creditors or makes a composition with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement; (g) a party goes into liquidation (voluntary or otherwise) other than a genuine solvent reconstruction or amalgamation; (h) a party ceases, or threatens to cease, to carry on business or trade; (i) any third party enforces a security interest over all, or substantially all, of the assets of a party; or (j) any event analogous to paragraphs (a) to (i) above which occurs in any other jurisdiction to which a party is subject.
Intellectual Property Rights	Means patents, patentable rights, copyright, design rights, utility models, trade marks (whether or not any of the above are registered), trade names, rights in domain names, rights in inventions, rights in data, database rights, rights in know-how and confidential information, and all other intellectual and industrial property and similar or analogous rights existing under the laws of any country and all pending applications for and right to apply for or register the same (present, future and contingent, and including all renewals, extensions, revivals and all accrued rights of action).
Outputs	Means any data or information that Great Wave AI or Partner generates through the Service.
Partner Connected Entities	Has the meaning given to it in clause 4.9.
Partner Data	Means any data or information in any form or medium provided by or on behalf of Partner to Great Wave AI for the provision of the Services under this agreement, including without limitation any personal data but excluding any data or information which Great Wave AI obtains from third parties in the course of providing the Services and excluding any Great Wave AI Pre-existing Materials.
Partner Materials	Means any material provided or made available by or on behalf of Partner to Great Wave AI for the purposes of incorporation into the Service for the Partner.
Personal Data Breach	Means any (i) loss, damage or destruction of personal data, and (ii) any access, use, disclosure or other processing of personal data other than as expressly permitted under this agreement.
Pre-existing Materials	Has the meaning given to it in clause 4.1.

Recipient	Has the meaning given to it in clause 9.1(a).
Relevant Requirements	Has the meaning given to it in clause 13.1(a).
Service(s)	Means the services which Great Wave AI shall provide as described in schedule 2 (Services).
Service Limitation	Means the limitations on Partner's use of the Services, as set out in the Front Sheet.
Software	Means any software owned by or licensed to Great Wave AI or any of its Group Members and which forms part of, or is used in the provision of, the Services (including any application programme interfaces).

2. Interpretation

2.1 In this agreement (including the introduction and schedules) unless the context otherwise requires:

- (a) reference to a person includes a legal person (such as a limited company) as well as a natural person;
- (b) clause headings are for convenience only and shall not affect the construction of this agreement;
- (c) reference to "including" or any similar terms in this agreement shall be treated as being by way of example and shall not limit the general applicability of any preceding words; and
- (d) reference to any legislation shall be to that legislation as amended, extended or re-enacted from time to time and to any subordinate provision made under that legislation.

SCHEDULE 2 (SERVICES)

The Services that Great Wave AI shall supply to Partner in accordance with clause 3 are as set out in this schedule 2:

1. Access to Software and Services

Great Wave AI shall provide Partner with login credentials to access the Software and Services via an online platform. Partner shall be solely responsible for the security of these credentials.

2. Document Handling

Partner will have the ability to upload Partner Material directly to the Great Wave AI's cloud environment, subject always to applicable Data Protection Legislation.

3. AI Systems and Analysis

The Software incorporates various AI systems, including but not limited to GPT 3.5 and GPT 4, and uses retrieval augmented generation technology to analyse and train the AI on Partner's Materials, in order to perform certain tasks and functions as determined by mutual agreement between both parties.

4. Chat Agent Functionality

The trained functionality of the AI systems will be made available to Partner through a chat agent, accessible via an API, which may be used by Partner for internal business purposes only.

The Services include functionality that allows application of certain restrictions and limitations on use and interaction with the chat agent, for example, programming it not to use inappropriate language when interacting with employees.

5. Other Features

The Software includes other features including monitoring, evaluation, guardrails, and general instructions to tailor and monitor the AI Agents.

SCHEDULE 3 (DATA PROTECTION)

Personal Data

1. In this schedule 3, the terms "**personal data**", "**process**" and "**processor**" shall have the meanings given in the applicable Data Protection Legislation. The parties acknowledge that the types of personal data processed pursuant to this agreement (including the subject matter, duration, nature and purpose of the processing and the categories of data subject) are as set out below:
 - (a) *Subject matter:* Great Wave AI's provision of the Services to Partner.
 - (b) *Duration:* the Term or such shorter period as may be required for the performance of the Services;
 - (c) *Nature:* the collection, storage, duplication, deletion, and disclosure of personal data pursuant to providing the Services to Partner (including Great Wave AI's provision of the Software);
 - (d) *Purpose of processing:* to enable Great Wave AI to perform the Services in accordance with this agreement;
 - (e) *Type of Personal Data:*
 - (i) *Identity Details:* Names, user identifiers, marital status, titles, birth dates, gender, job titles, and images.
 - (ii) *Contact Information:* Addresses, email addresses, phone numbers, and social media handles.
 - (iii) *Financial Information:* Bank and payment card details, along with transaction data.
 - (iv) *Technical Specifications:* IP addresses, login details, browser types, time zones, operating systems, and device details.
 - (v) *Usage Insights:* Information on the Agent Interactions.
 - (vi) *Health Records:* Physical or mental health data, including medical conditions and healthcare information.
 - (vii) *Biometric Identifiers:* Fingerprints, voiceprints, and facial recognition data used for identification.
 - (viii) *Employment Background:* Employment history, performance evaluations, qualifications, and employment documents.
 - (ix) *Educational Achievements:* Educational history, including grades, transcripts, and qualifications.
 - (x) *Geographical Data:* Information on an individual's physical location.

- (xi) *Legal Records: Information on criminal convictions, offences, and related security measures.*
 - (xii) *Sensitive Personal Data: Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for unique identification, health-related data, and information concerning a person's sex life or sexual orientation.*
 - (b) *Categories of data subject:* Partner's employees and other members of staff, including, without limitation: all current and former employees, workers, officers, individual contractors, seconded and contingent workers, applicants, interview candidates, interns (including university students), agency workers, consultants, executive and non-executive directors, members, partners and agents.
2. In relation to all personal data provided or made available to Great Wave AI by or on behalf of Partner, Great Wave AI:
- (a) acknowledges that, as between the parties, it acts only as a processor;
 - (b) shall only process such personal data in accordance with this agreement and Partner's instructions issued from time to time;
 - (c) shall immediately inform Partner if, in Great Wave AI's opinion, any instructions given to it by Partner in relation to the processing of such personal data under this agreement infringe any Data Protection Legislation;
 - (d) shall implement and operate, and shall procure that any permitted sub-processor implements and operates, appropriate technical and organisational measures to ensure:
 - (i) the protection of the rights of the relevant data subjects; and
 - (ii) a level of security appropriate to the risks that are presented by any processing of such personal data, in particular protection from accidental loss or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by Great Wave AI pursuant to this agreement;
 - (e) shall not, without the prior written consent of Partner, transfer any such personal data to a country or territory outside the UK or the European Economic Area unless adequate contractual or other assurances have first been put in place such as will enable each party to comply with the requirements of the Data Protection Legislation;
 - (f) shall take reasonable steps to ensure the reliability of its personnel who have access to any such personal data and ensure that such personal data shall only be accessible by its personnel to the extent they need to know or require access for the purpose of properly performing their duties in relation to this agreement and who, where relevant, understand the confidentiality of such personal data (and who are contractually bound to maintain its confidentiality);

- (g) may engage any sub-processor provided that such engagement is made on the basis of a written contract between Great Wave AI and the sub-processor which imposes on the sub-processor terms substantially equivalent to the provisions of this schedule 3. Great Wave AI shall give notice to Partner of any proposed additional or replacement sub-processor. Great Wave AI shall be responsible for the management of any permitted sub-processor and its compliance with such terms and shall be directly liable to Partner for any breach of the same;
- (h) shall notify Partner without undue delay of any breach of the provisions of this schedule 3 and provide assistance to Partner in respect of any such breach;
- (i) shall provide timely cooperation and assistance to Partner in ensuring compliance with:
 - (i) Partner's obligations to respond to any complaint or request from any applicable data protection authority or data subjects seeking to exercise their rights under any Data Protection Legislation, including by promptly notifying Partner of each subject access request Great Wave AI receives;
 - (ii) Partner's obligations set out under Articles 32 – 36 of the GDPR to:
 - (A) ensure the security of the processing;
 - (B) notify the relevant supervisory authority and any data subjects, where relevant, of any personal data breach;
 - (C) carry out any data protection impact assessments ("**DPIA**") on the impact of the processing on the protection of personal data; and
 - (D) consult the applicable regulator prior to any processing where a DPIA indicates that the processing would result in a high risk in the absence of measures taken by Partner to mitigate the risk; and
- (j) shall make available to Partner all information reasonably required by Partner to demonstrate Great Wave AI's compliance with its obligations set out in this schedule 3 and allow and participate in any data protection audits and inspections conducted by Partner or another auditor mandated by Partner.