

# **Connect AI Data- Driven Insights Terms and Conditions.**

**THESE AI DATA DRIVEN INSIGHTS TERMS AND CONDITIONS (“AGREEMENT”) IS ENTERED INTO BETWEEN YOU (“YOU” OR “CUSTOMER”) AND CONNECT MANAGED SERVICES (UK) LIMITED (“CONNECT”, “WE”, “US”, OR “OUR”) AND GOVERNS THE SERVICES DETAILED IN THE ACCOMPANYING SCOPE OF WORK PROVIDED TO YOU BY US. YOU ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE AN INDIVIDUAL ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY.**

## **1 SCOPE OF SERVICES.**

Connect agrees to provide the AI Data Driven Insights services described in accompanying Scope of Work and, where applicable, the accompanying Order Form (“**Services**”), and the Customer agrees to engage Connect, subject to the terms and conditions set forth in this Agreement.

## **2 CHARGES AND PAYMENT.**

The Customer agrees to pay the fixed fee set out in the accompanying Scope of Work and/or the accompanying Order Form (“**Charges**”) for the Service. Connect shall be entitled to invoice the Customer for the Charges upon execution by both Parties of the accompanying Scope of Work or Order Form (whichever comes first) and the Customer shall pay the Charges to Connect within thirty (30) days of the date of Connect’s invoice. The Charges are non-refundable, except as outlined in Clause 5. The Charges do not include any implementation and configuration services (including, but not limited to, those implementation and configuration recommendations that form part of the Services and Reports (as defined below)), which may be subject to a separate agreement.

## **3 CUSTOMER OBLIGATIONS.**

The Customer shall provide Connect with all necessary access to the data as set out in the accompanying Scope of Work including, but not limited to chatbot logs, call recordings, and other relevant information, in compliance with applicable data protection laws as set out in clause 6 below. The Customer is responsible for ensuring the accuracy and completeness of the data provided. The Customer is responsible for complying with its dependencies and responsibilities as set out in the accompanying Scope of Work and Connect shall not be liable for failure to provide the Services as a result of the Customer’s failure to fulfil its dependencies or responsibilities.

## **4 NO GUARANTEE OF COST SAVINGS.**

Connect does not guarantee that the Customer will achieve any specific cost savings as a result of the Service. As per the accompanying Scope of Work, Connect will generate an AI data-driven insights and recommendations report and a return on investment (“**ROI**”) summary (together, the “**Reports**”). Together, the Reports are intended to outline potential methods by which the Customer may achieve cost savings and/or revenue generation opportunities (of at least three times (3x) the Charges paid for the Services). While the

Reports aim to identify optimisation improvements that, if implemented, may lead to potential cost savings and/or revenue generation opportunities, **Connect does not guarantee that the Services or Reports will directly result in any specific financial savings or operational improvements.** The Report will provide actionable recommendations, but actual savings or revenue generation opportunities depend on factors outside of Connect's control, including the Customer's implementation of recommendations and broader operational conditions.

Connect guarantees that the Reports will provide a clear path to potential cost savings or revenue generation opportunities. Specifically, the Reports will include recommendations that, if followed, should demonstrate a path to a ROI of at least three times (3x) the Charges paid for the Service. **This guarantee pertains solely to the presence of the path outlined in the Report, and not to the actual achievement of the cost savings.**

The actual implementation of the recommended changes provided is the sole responsibility of the Customer or any third party it engages unless the Customer decides to procure the implementation or configuration from Connect which will be governed by a separate agreement.

## **5 CONDITIONAL CREDIT.**

In the event that the Reports provided by Connect do not, in Connect's reasonable opinion, demonstrate a clear path to achieving savings equivalent to at least three times (3x) the Charges, the Customer will be entitled to a future credit equal to the Charges, to be used toward other services provided by Connect. This credit is the Customer's sole and exclusive remedy in such circumstances.

## **6 DATA PROTECTION AND GDPR COMPLIANCE.**

Connect will process the Customer's data in accordance with the data protection provision processing of personal data terms and conditions as set out [here](#) ("**Data Protection Provision**"). The Customer represents and warrants that it has the right to provide such data to Connect for the purposes of performing the Service. Connect will take reasonable steps to ensure the security of the data while in its possession and will delete or anonymise the data upon completion of the Service unless otherwise agreed.

## **7 LIMITATION OF LIABILITY.**

Connect's total liability to the Customer for any loss or damage arising under or in connection with this agreement shall not exceed the amount of the Charges paid by the Customer. Under no circumstances will Connect be liable for any indirect, consequential, or special damages, including loss of profits, loss of data, regulatory fines, or loss of business opportunity.

While Connect implements automated redaction techniques for personal data as part of the Services, the Customer acknowledges that these techniques may not guarantee one-hundred percent (100%) accuracy. Connect will not be liable for any breach of data protection laws due to inaccuracies in the redaction process unless caused by its gross negligence.

## 8 GOVERNING LAW AND DISPUTE RESOLUTION.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. The Customer and Connect irrevocably agree to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this Agreement.

The Customer and Connect shall use their best efforts to resolve any dispute arising under this Agreement by direct negotiations. If the dispute is not resolved within thirty (30) days through direct negotiation either party may commence legal proceedings in accordance with this clause 8. Nothing in this clause shall prevent a party from seeking injunctive relief if the other party is in breach of this Agreement.

## 9 CONFIDENTIALITY.

Each party undertakes that it shall not at any time disclose to any person any information of the other party that a reasonable person would consider to be of a confidential nature (whether or not marked as confidential) obtained from or disclosed by or on behalf of one party from time to time (whether before on or after the date of this Agreement and whether disclosed orally, in writing, by email or in any other manner) to the other party, including personal information (including personal data) and information of a confidential nature concerning the business, affairs, customers, clients or suppliers of the other Party ("**Confidential Information**"), except as permitted in this clause 9.

The following information shall not be considered to be confidential information for the purpose of this clause 9:

- information which was or becomes publicly known through no default or breach of this Agreement by the receiving party;
- information which was or becomes lawfully known to the receiving party without restriction from a source other than the disclosing party who itself obtained it without any confidentiality obligation or which has been demonstrated by the receiving party to the disclosing party to have been independently developed by the receiving party; or
- information which is approved for disclosure by the party which has provided it without restriction in a document which is signed by a duly authorised officer of such party.

Each Party may disclose the other party's confidential information:

- to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement and/or the accompanying Scope of Work. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 9;
- to the extent as may be required by law, court order or any governmental or regulatory authority; and
- in the case of Connect, to any subcontractor engaged by Connect in connection with the provision of the Services. Connect shall ensure that such subcontractors comply with confidentiality restrictions equivalent to those set out in this clause 9.

Neither Party shall use the other party's confidential information for any purpose other than to perform its obligations under this Agreement and/or the accompanying Scope of Work.

The Customer shall indemnify and hold Connect harmless against any and all liability, cost, charge or expense, which Connect incurs or suffers as a result of any breach by the Customer of its obligations under this clause 9.

## **10 INTELLECTUAL PROPERTY RIGHTS.**

All Intellectual Property Rights shall remain the property of the party creating or owning the same and nothing in this Agreement or the accompanying Scope of Work and/or Order Form shall be deemed to confer any assignment or licence of the intellectual property rights of one party to the other party. For the avoidance of doubt, all intellectual property rights in and to the Services shall be and remain the intellectual property rights of Connect and/or its licensors (as the case may be) and the Customer acquires no interest, right or proprietorship thereof by virtue of this Agreement.

Notwithstanding the above, any report stated as a deliverable in the accompany Scope of Work and provided to the Customer by Connect as part of the Service shall remain the property of the Customer.

## **11 THIRD-PARTY SERVICES AND END USER LICENCE AGREEMENTS.**

The Customer acknowledges that Connect may use third-party services, software, or platforms in the course of providing the Service. The use of such third-party services may be subject to separate end user license agreements ("**EULAs**") or terms of service, which the Customer agrees to comply with.

The Customer acknowledges and agrees that:

- Connect shall have the right to flow down and enforce the terms of any third-party EULAs that are applicable to the Services.
- The Customer's use of such third-party services may be subject to these third-party terms, and any breach of those terms by the Customer may result in suspension or termination of the third-party services, which may affect the Service provided by Connect
- Connect is not responsible for any disruptions or limitations caused by the Customer's failure to comply with third-party EULAs.

Connect will provide the Customer with access to or copies of applicable third-party EULAs upon request.

## **12 GENERAL.**

This Agreement shall only be capable of being varied by a written instrument signed by an authorised representative of Connect and an authorised representative of the Customer.

This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes any previous agreement, prior verbal or written understandings, communications, and representations between the parties. The parties acknowledge that nothing in this clause shall limit or exclude any right or liability of either party in respect of any fraudulent act, omission or representation.

This Agreement is severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of the Agreement.

The failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies.

Nothing in this Agreement constitutes any relationship of employer and employee, principal and agent or partnership between the parties.

No announcement or publicity concerning this Agreement, or any matter ancillary thereto, shall be made by either party without the prior written consent of the other party (which consent may be given by email).

The accompanying Scope of Work and/or Order Form which is governed by this Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original and all the counterparts, together shall constitute one and the same instrument.