

# Master Subscription Agreement

Sovarium Limited · Terms for the Sovarium platform, incorporated into each Order Form

Version 1.0 – October 2026

This Master Subscription Agreement sets out the terms on which Sovarium provides its AI analytics platform and related services to business customers. It is not signed on its own: it forms part of the Agreement, and the Customer accepts it by signing an Order Form that references it. Capitalised terms are defined in clause 1 (Definitions and interpretation).

## The short version

A plain-English guide to the terms that follow. In it, “you” means the Customer and “we” means Sovarium. It is not part of the Agreement and does not change it: if anything here differs from the clauses, the clauses apply.

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|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How it works</b>                              | You sign a short Order Form that sets your plan, price and term. This agreement and our Data Processing Agreement then apply, with no separate signature.                                                                                                                                                                             |
| <b>What you get</b><br>Clauses 2 and 3           | Sovarium for your team (chat, Command View, opportunities, alerts and Slack) with unlimited questions within fair use, and our data experts building and maintaining your Context Layer. There is no setup fee.                                                                                                                       |
| <b>What we promise</b><br>Clause 16, Schedule 2  | 99.9% monthly uptime, with service credits if we miss it; email support in business hours, with response targets for your plan; a monthly review of your Context Layer; and the Services provided with reasonable skill and care.                                                                                                     |
| <b>Your data</b><br>Clauses 13 to 15             | Your data, the answers Sovarium produces and your Context Layer content belong to you. Your data is stored in London, never sold and never used to train AI models. The Data Processing Agreement has the detail.                                                                                                                     |
| <b>AI answers</b><br>Clause 5                    | AI can get things wrong, even with a Context Layer. Check the query and data behind an answer before you rely on it for an important decision.                                                                                                                                                                                        |
| <b>Your part</b><br>Clauses 3 and 4, Schedule 1  | Connect your warehouse with a read-only user that can only see the data you want us to use, keep logins secure, give us the business context we ask for, keep sensitive personal data out unless we have agreed otherwise, and follow the Acceptable Use Policy. Your warehouse provider’s compute charges for our queries are yours. |
| <b>Paying</b><br>Clause 8                        | Invoiced in advance, monthly or annually, and due within 30 days. Prices exclude VAT and can only go up at renewal, with 60 days’ notice.                                                                                                                                                                                             |
| <b>Renewing and leaving</b><br>Clauses 10 and 11 | Your subscription renews for 12 months at a time unless either side gives 60 days’ notice. Before it ends you can ask for an export of your data; we delete it within 30 days afterwards and confirm in writing.                                                                                                                      |
| <b>If things go wrong</b><br>Clause 19           | Each side’s liability is capped at 12 months’ fees, or twice that for breaches of confidentiality, data protection or security. Neither side is liable for indirect losses such as lost profits.                                                                                                                                      |
| <b>Publicity</b><br>Clause 20                    | We may name you as a customer and show your logo, unless you opt out in the Order Form. Case studies and press releases need your consent.                                                                                                                                                                                            |
| <b>Contacts and law</b><br>Clauses 23 and 26     | Support: support@sovarium.com. Security: security@sovarium.com. Privacy: privacy@sovarium.com. Legal notices: moid@sovarium.com. English law applies.                                                                                                                                                                                 |

## 1. Definitions and interpretation

### 1.1 In this Master Subscription Agreement:

**“Acceptable Use Policy”** means the policy in Schedule 1 (Acceptable Use Policy).

**“Agreement”** means the Order Form, this Master Subscription Agreement (including its Schedules) and the Data Processing Agreement.

**“AI Features”** means the features of the Services that use artificial intelligence models, including large language models, to interpret questions and generate content.

**“Authorised Users”** means the employees, officers and individual contractors of the Customer (and, where the Order Form allows, of its group companies) whom the Customer authorises to use the Services and who have an account on the Platform.

**“Beta Features”** means features of the Services that Sovarium identifies as beta, preview or otherwise not generally available, including Anomalies (the monitoring of selected tables for data anomalies) until Sovarium notifies the Customer in writing that it is generally available.

**“Business Day”** means a day other than a Saturday, Sunday or public holiday in England.

**“Business Hours”** means 09:00 to 17:30 UK time on a Business Day.

**“Confidential Information”** has the meaning given in clause 12 (Confidentiality).

**“Context Layer”** means the semantic layer that Sovarium builds and maintains for the Customer in the Platform (describing the Customer Warehouse’s tables, columns and relationships and the Customer’s metric and business definitions), which grounds the AI Features in the Customer’s business.

**“Context Layer Services”** means the initial build of the Context Layer and its ongoing review and maintenance, as described in clause 3 (Context Layer Services).

**“Customer”** means the organisation named as the customer in the Order Form.

**“Customer Data”** means all data and content made available to Sovarium by or for the Customer or its Authorised Users through the Services, including data the Services retrieve from the Customer Warehouse (such as schema information and query results), questions, conversations, Outputs and the Customer-specific content of the Context Layer, but not Usage Data.

**“Customer Personal Data”** means personal data within the Customer Data that Sovarium processes on behalf of the Customer under the Agreement.

**“Customer Warehouse”** means each data warehouse, database or other data source that the Customer connects to the Services.

**“Data Processing Agreement”** means Sovarium’s Data Processing Agreement, in the version referenced in the Order Form.

**“Data Protection Laws”** means all laws relating to personal data that apply to a party in connection with the Agreement, including the UK GDPR, the Data Protection Act 2018 and, where applicable, the EU GDPR (Regulation (EU) 2016/679), as amended or replaced from time to time.

**“Documentation”** means the user guides and other descriptions of the Services that Sovarium makes available to the Customer, as updated from time to time.

**“Effective Date”** means the date of the last signature on the Order Form.

**“Fees”** means the Subscription Fees and any other fees set out in the Order Form.

**“Initial Subscription Term”** means the initial subscription period set out in the Order Form, starting on the Start Date.

**“Intellectual Property Rights”** means patents, copyright, database rights, trade marks, business names and domain names, rights in designs, software, know-how and confidential information, and all other intellectual property rights, whether registered or not, anywhere in the world.

**“Order Form”** means the order form that references this Master Subscription Agreement and is signed by both parties, and any further order form they sign under it.

**“Outputs”** means the answers, charts, SQL queries, insights, dashboard cards, opportunities, alerts, findings and other content that the Services generate for the Customer, including by the AI Features.

**“Plan”** means the subscription plan (Pro, Scale or Enterprise), as set out in the Order Form.

**“Platform”** means Sovarium’s hosted AI analytics platform, including the web application at app.sovarium.com (with its chat, Command View dashboard, opportunities and alerts) and the Slack integration, as updated from time to time.

**“Professional Services”** means any consulting, training or other services, other than the Context Layer Services and support, that the Order Form or a statement of work signed by both parties says Sovarium will provide.

**“Renewal Term”** means each 12-month period for which the subscription renews under clause 10.2.

**“Security Incident”** means a breach of security leading to the accidental or unlawful destruction, loss, alteration or unauthorised disclosure of, or access to, Customer Data processed by Sovarium or its Sub-processors.

**“Services”** means the subscription to the Platform, the Context Layer Services, support under the SLA and Support Schedule and any Professional Services, as set out in the Order Form.

**“SLA and Support Schedule”** means the service levels and support terms in Schedule 2 (SLA and Support Schedule).

**“Sovarium”** means Sovarium Limited, a company registered in England and Wales with company number 14710982, whose registered office is at 167-169 Great Portland Street, 5th Floor, London W1W 5PF.

**“Start Date”** means the date on which the Subscription Term starts, as set out in the Order Form (or, if none is set out, the Effective Date).

**“Sub-processor”** means a third party that Sovarium engages to process Customer Personal Data, as described in the Data Processing Agreement.

**“Subscription Fees”** means the recurring fees for the Customer’s Plan set out in the Order Form.

**“Subscription Term”** means the Initial Subscription Term together with any Renewal Terms.

**“Third-Party Services”** means services not provided by Sovarium that the Customer chooses to use with the Services, such as Slack, Google (for Sign in with Google) and the providers of its Customer Warehouse.

**“Usage Data”** means information about the use and performance of the Services (such as feature usage, query counts, timings, errors, and classifications of conversations by topic and sentiment), which does not include the content of Customer Data.

- 1.2** In the Agreement, headings do not affect interpretation; words following “including” or “for example” are illustrative and do not limit the words before them; a reference to a law includes that law as amended or re-enacted and any subordinate legislation made under it; “writing” and “written” include email, but not Slack or other chat messages; and “personal data”, “processing”, “controller” and “processor” have the meanings given in Data Protection Laws.

- 1.3** If the documents conflict, they take priority in this order: the Order Form; the Data Processing Agreement (as to the processing of personal data); Schedule 2 (SLA and Support Schedule); the rest of this Master Subscription Agreement; and the Documentation. Where the parties sign more than one Order Form, a later Order Form prevails over an earlier one for the Services it covers.
- 1.4** The terms of use published at [sovarium.com/terms](https://sovarium.com/terms), any click-through terms in the Platform, and any terms in or referred to by a purchase order, supplier portal or other document of the Customer do not apply and do not form part of the Agreement, even if signed or accepted later. The Customer enters into the Agreement for the purposes of its business, and not as a consumer.

## **2. Services and access**

- 2.1** Sovarium will provide the Services during the Subscription Term in accordance with the Agreement. Subject to the Customer paying the Fees and complying with the Agreement, Sovarium grants the Customer a non-exclusive, non-transferable right, without the right to sublicense, for its Authorised Users to use the Platform and the Documentation during the Subscription Term for the Customer's internal business purposes. The Platform lets Authorised Users ask questions about the Customer's business in plain English and get answers and charts computed by running read-only SQL queries against the Customer Warehouse, grounded in the Context Layer.
- 2.2** The Customer's Plan sets the maximum number of Authorised Users, the support available and the Context Layer review, as set out in the Order Form and the SLA and Support Schedule. Sovarium may enforce Plan limits in the Platform, and the Customer may upgrade in a further Order Form. Accounts are personal and must not be shared, but the Customer may move an account from a person who no longer needs it to another person.
- 2.3** The Customer will appoint at least one Authorised User with the owner or admin role to manage its account, including its Authorised Users, their roles, and its settings and data source connections. Sovarium may rely on instructions from the Customer's administrators and the contacts named in the Order Form.
- 2.4** If the Customer connects a Slack workspace, any full member of it can ask questions through Slack (Slack guests and external users are refused), and answers, alerts and digests posted to a channel can be seen by everyone in that channel. Those members do not need to be Authorised Users to use the Services through Slack, unless the Order Form says otherwise, but the Customer is responsible for their use as if they were Authorised Users.
- 2.5** Plans include unlimited requests, subject to fair use. Sovarium may set reasonable technical limits (such as on request rates, concurrent queries, query run times and result sizes) to protect the security, stability and performance of the Platform, and the Order Form may specify limits. If the Customer's use is persistently far beyond what is reasonable for its Plan, the parties will discuss it in good faith, but Sovarium will not charge additional Fees without the Customer's written agreement.
- 2.6** Sovarium may change and improve the Platform from time to time, provided that no change materially reduces the overall functionality of the Services during the then-current Subscription Term. Sovarium will give reasonable advance notice of any change that materially affects how the Customer uses the Services. Changes to Beta Features are governed by clause 6 (Beta Features).
- 2.7** Sovarium hosts the Platform and stores Customer Data in the United Kingdom (London). The Data Processing Agreement describes the Sub-processors, where they process Customer Personal Data and the safeguards for any transfer outside the United Kingdom.

### **3. Context Layer Services**

- 3.1** Sovarium's data experts build the Context Layer and maintain it for the Customer. Authorised Users do not edit it directly, but may ask Sovarium to change it at any time through support. During onboarding, Sovarium will build the initial Context Layer from the schema of the Customer Warehouse and the information the Customer provides; onboarding and this initial build are included in the Subscription Fees, with no separate setup fee. Any onboarding timetable in the Order Form is an estimate, which Sovarium will use reasonable endeavours to meet.
- 3.2** During the Subscription Term, Sovarium will review and update the Context Layer at the frequency that applies to the Customer's Plan, and will action the Customer's reasonable change requests, as set out in the Order Form and the SLA and Support Schedule.
- 3.3** The Context Layer is only as good as the knowledge that goes into it, so the Customer will:
- (a) make available, at reasonable times, subject-matter experts who understand its data and business;
  - (b) provide its business and metric definitions and other information Sovarium reasonably requests, and tell Sovarium of changes to them and, where practicable in advance, of material changes to the structure of the Customer Warehouse; and
  - (c) review any Context Layer content that Sovarium asks it to confirm, and tell Sovarium promptly of anything inaccurate.
- 3.4** Sovarium is not responsible for delay in the Context Layer Services, or for inaccuracy in the Context Layer or in Outputs, to the extent caused by the Customer's failure to comply with clause 3.3 or by inaccurate or incomplete information from the Customer.
- 3.5** Sovarium will provide any Professional Services set out in the Order Form or in a statement of work signed by both parties, on the terms of the Agreement.

### **4. Customer obligations**

- 4.1** The Customer will connect each Customer Warehouse using credentials for a dedicated database user or role that has read-only access and is limited to the schemas, tables and views the Customer wants the Services to use (least privilege). The Services can read any data those credentials allow, so the permissions the Customer grants are its main control over what data the Services can access.
- 4.2** The Customer will allowlist Sovarium's published egress IP addresses (listed in the Customer Onboarding Form, or as Sovarium otherwise notifies in writing) for its Customer Warehouse. Sovarium will give reasonable advance notice of any change to those addresses, unless an urgent change is needed for security or availability.
- 4.3** The Customer is responsible for its Customer Warehouse (including the security of the credentials it creates for Sovarium), its Slack workspace and its own networks, devices and systems, including any charges its Customer Warehouse providers make for the queries the Services run (such as compute charges) and any resource or spending limits it sets there.
- 4.4** The Customer will ensure that its Authorised Users keep their login details confidential, and will tell Sovarium promptly at [security@sovarium.com](mailto:security@sovarium.com) if it suspects that an account or any credentials it has provided may have been compromised. Sovarium recommends two-factor authentication; if the Customer so elects in the Order Form or by written request, Sovarium will require it for all the Customer's Authorised Users.
- 4.5** The Customer is responsible for the acts and omissions of its Authorised Users as if they were its own, will ensure they comply with the Agreement (including the Acceptable Use Policy), and will promptly remove access for anyone who no longer needs it. The information the Customer

gives Sovarium, including in the Order Form and the Customer Onboarding Form, must be accurate and kept up to date.

- 4.6** The Customer is responsible for the Customer Data and its accuracy, quality and legality, and will ensure that it has, and keeps, all rights, consents, notices and lawful bases required under Data Protection Laws, its contracts and other applicable laws to connect each Customer Warehouse and any Third-Party Services to the Services, and for Sovarium to process the Customer Data as the Agreement contemplates (including through the AI Features and the Sub-processors described in the Data Processing Agreement).
- 4.7** Unless the parties agree otherwise in writing (for example in the Order Form), the Customer will not let the Services access any special category personal data, personal data relating to criminal convictions and offences (as described in Articles 9 and 10 of the UK GDPR) or payment card numbers, and will configure the credentials it provides so that the Services cannot read such data.
- 4.8** Sovarium is not liable for any failure or delay to the extent caused by the Customer not performing its obligations under the Agreement.

## **5. AI Features**

- 5.1** The AI Features interpret questions, write the SQL queries that run against the Customer Warehouse, and generate Outputs, grounded in the Context Layer. AI models are probabilistic: even with the Context Layer, Outputs may be inaccurate, incomplete or misleading, and may differ when the same question is asked again. Sovarium does not warrant that any Output is accurate, complete or fit for a particular purpose.
- 5.2** The Customer is responsible for reviewing Outputs (including the query and data behind an answer, where the Platform shows them) before relying on them for any material decision, such as a financial, legal, regulatory or employment decision, and for the decisions it makes. Outputs are not professional advice. The Customer will not use an Output as the sole basis for a decision that has legal or similarly significant effects on an individual without meaningful human review.
- 5.3** To produce Outputs, Sovarium sends AI model providers the information they need: schema information, the Context Layer, the question and conversation so far, and the results of the queries the AI Features run. This can include individual records and any personal data in the columns queried, and is described further in the Data Processing Agreement.
- 5.4** Sovarium does not use Customer Data to train or fine-tune AI models, and tests its AI Features with synthetic data, not Customer Data. Sovarium accesses AI models through OpenRouter, configured to route requests only to model providers with zero data retention, which do not store Customer Data or use it for training. Sovarium will keep these commitments throughout the Subscription Term, including when it changes the AI models or providers it uses.

## **6. Beta Features**

- 6.1** Beta Features are optional: the Customer decides whether to use them. They are provided “as is” and “as available”, may contain errors, and may be changed, suspended or withdrawn at any time (with reasonable notice where practicable). They are excluded from the availability commitment and service credits in the SLA and Support Schedule and from the warranties in clause 16 (Warranties), and Sovarium supports them on a reasonable endeavours basis.
- 6.2** Clause 12 (Confidentiality), clause 14 (Data protection) and clause 15 (Security) apply in full to Customer Data processed through Beta Features. Otherwise, and subject to clause 19.1, Sovarium’s total liability arising out of or in connection with Beta Features is limited to £1,000.

- 6.3** If a Beta Feature becomes generally available, Sovarium will tell the Customer and will not charge additional Fees for it without the Customer's written agreement; if the parties do not agree, the Customer may stop using it.

## **7. Third-party services**

- 7.1** The Customer may choose to use Third-Party Services with the Services, and authorises Sovarium to exchange data with them as needed to provide the Services. The Customer's use of a Third-Party Service is governed by its own terms with the provider. Sovarium is not responsible for any Third-Party Service, or for how its provider handles data the Customer chooses to send to it.
- 7.2** The Customer's Slack workspace is not a Sub-processor: Outputs posted to it are processed by Slack under the Customer's agreement with Slack. Sovarium's own internal use of Slack is separate, and is listed as a Sub-processor in the Data Processing Agreement. The Customer may disconnect Slack at any time, after which Sovarium revokes and deletes its Slack access token; the Customer should also remove the Sovarium app from its Slack workspace.
- 7.3** If a provider changes or withdraws a Third-Party Service, Sovarium may change or stop the affected integration, and will tell the Customer as soon as reasonably practicable.

## **8. Fees and payment**

- 8.1** The Customer will pay the Fees in the currency stated in the Order Form. Sovarium will invoice the Subscription Fees in advance, for each billing period under the billing interval set out in the Order Form (monthly or annual), starting on the Start Date, and any other Fees as the Order Form states.
- 8.2** The Customer will pay each invoice within 30 days of the invoice date, by bank transfer or through GoCardless, without set-off or deduction other than service credits under the SLA and Support Schedule. If the Customer needs a purchase order number on its invoices, it will provide it in the Order Form; a missing purchase order does not delay payment.
- 8.3** Fees are exclusive of VAT and other applicable taxes, which the Customer will pay in addition on receipt of a valid invoice. If the law requires the Customer to withhold tax from a payment, it will pay such additional amount as ensures that Sovarium receives the full amount it would otherwise have received.
- 8.4** If the Customer disputes an invoice in good faith, it will tell Sovarium in writing before the due date, giving its reasons, and pay the undisputed part on time. The parties will try in good faith to resolve the dispute promptly, and the Customer will pay any amount found due within 10 Business Days of the resolution.
- 8.5** If the Customer does not pay an undisputed amount when due, Sovarium may charge interest and compensation under the Late Payment of Commercial Debts (Interest) Act 1998 from the due date until payment, and may suspend the Services under clause 9 (Suspension).
- 8.6** If the Customer upgrades its Plan during the Subscription Term, the additional Subscription Fees are pro-rated for the rest of the current billing period. A move to a lower Plan takes effect only from the start of the next Renewal Term.
- 8.7** Sovarium may increase the Subscription Fees from the start of a Renewal Term by giving written notice at least 60 days before the end of the current term. If Sovarium gives this notice, the Customer may give notice of non-renewal at any time up to 30 days before the end of the current term.
- 8.8** Except as expressly stated in the Agreement, Fees are non-cancellable and non-refundable.

## 9. Suspension

- 9.1** Sovarium may suspend access to all or part of the Services, for the Customer or any Authorised User, if:
- (a) undisputed Fees are overdue and remain unpaid 14 days after Sovarium gives written notice that it intends to suspend;
  - (b) Sovarium reasonably believes the Services are being used in breach of the Acceptable Use Policy or unlawfully;
  - (c) suspension is reasonably necessary to prevent or respond to a threat to the security or integrity of the Services or of any customer's data (for example where credentials appear to have been compromised); or
  - (d) suspension is required by law, a court or a regulator.
- 9.2** Before a suspension under clause 9.1(b) to (d), Sovarium will notify the Customer with its reasons where practicable, and otherwise promptly afterwards. Sovarium will limit any suspension to the extent and duration reasonably necessary, and restore access promptly once the cause is resolved.
- 9.3** Suspension does not end the Agreement, and Sovarium will not delete Customer Data because of it. Fees remain payable during a suspension under clause 9.1(a) or (b), and under clause 9.1(c) or (d) where the Customer or its Authorised Users caused it.

## 10. Term, renewal and termination

- 10.1** The Agreement starts on the Effective Date and continues until the end of the Subscription Term, unless terminated earlier. The Initial Subscription Term starts on the Start Date and lasts for the period set out in the Order Form.
- 10.2** At the end of the Initial Subscription Term and of each Renewal Term, the subscription renews automatically for a further 12 months, unless either party gives the other written notice of non-renewal at least 60 days before the end of the current term (or later, where clause 8.7 allows).
- 10.3** Either party may terminate the Agreement with immediate effect by written notice if the other party:
- (a) commits a material breach of the Agreement which cannot be remedied, or which it does not remedy within 30 days after receiving written notice describing the breach and requiring it to be remedied; or
  - (b) to the extent permitted by law, is unable to pay its debts as they fall due, enters administration, liquidation (other than for a solvent reorganisation) or an arrangement with its creditors, has a receiver appointed over any of its assets, ceases to carry on business, or suffers any similar event in any jurisdiction.
- 10.4** Other provisions also give rights to terminate, including the SLA and Support Schedule (for chronic failure to meet the availability commitment), the Data Processing Agreement, clause 16 (Warranties), clause 18 (Indemnities) and clause 22 (Force majeure). Termination or expiry does not affect rights, remedies or liabilities accrued by then.

## 11. Effect of termination

- 11.1** When the Agreement ends for any reason:
- (a) the Customer's rights end, and its and its Authorised Users' access to the Services ends;
  - (b) Sovarium will promptly delete the Customer Warehouse credentials it holds and disconnect the Customer's integrations, including by revoking its Slack access token.

Because the database user or role and the Slack app remain in the Customer's own systems, the Customer should also drop or disable that database user or role and remove the Sovarium app from its Slack workspace; and

- (c) the Customer will pay all Fees due up to the date the Agreement ends, and unpaid invoices become due immediately.
- 11.2** Before the Agreement ends, the Customer may ask Sovarium, by email to [privacy@sovarium.com](mailto:privacy@sovarium.com), for an export of the Customer Data held in the Platform (such as its conversations, Outputs and the Customer-specific content of the Context Layer). Sovarium will provide it within a reasonable time, in a commonly used machine-readable format, and before deleting that data under clause 11.3.
- 11.3** Sovarium will delete the Customer Data held in the Platform within 30 days after the Agreement ends, as set out in the Data Processing Agreement, unless the law requires it to be kept, and will confirm the deletion to the Customer in writing. Copies in Sovarium's and its Sub-processors' backups, logs and job records are not restored for use and are deleted as they expire on their normal cycle (for database backups, within 7 days); until then they remain protected by clause 12 (Confidentiality) and clause 15 (Security).
- 11.4** Sovarium may keep, subject to clause 12 (Confidentiality), records of the Agreement, invoices and payments as required by law (including tax and accounting law), and audit logs (including records of staff access to the Customer's data and the identity of the Customer's organisation) for security and to demonstrate compliance.
- 11.5** If Sovarium terminates under clause 10.3(a) for the Customer's breach, the Customer will pay the Subscription Fees for the rest of the then-current Subscription Term. If the Customer terminates under clause 10.3(a) for Sovarium's breach, Sovarium will refund any Fees prepaid for the period after termination.
- 11.6** Any provision that by its nature is intended to survive the end of the Agreement does so, including clauses 1, 5, 8 (as to accrued amounts), 11 to 15, 17 to 20 and 23 to 26.

## **12. Confidentiality**

- 12.1** **Confidential Information** means information disclosed by or for one party (the discloser) to the other (the recipient) in connection with the Agreement that is marked as confidential or that a reasonable person would understand to be confidential. It includes the Customer Data and Customer Warehouse credentials (the Customer's), the non-public parts of the Platform and the Documentation and information about Sovarium's security and methods (Sovarium's), and the terms and pricing of the Agreement (both parties').
- 12.2** Information is not Confidential Information if the recipient can show that it is or becomes public other than through a breach of the Agreement; was lawfully known to the recipient, or is lawfully received from a third party, free of any duty of confidence; or is independently developed without use of the discloser's Confidential Information. Customer Personal Data remains protected by the Data Processing Agreement regardless.
- 12.3** The recipient will use the discloser's Confidential Information only to perform its obligations and exercise its rights under the Agreement, protect it with at least reasonable care, and disclose it only to its and its group companies' employees, officers, contractors, professional advisers and insurers, and (for Sovarium) its Sub-processors, who need to know it for those purposes and are bound by equivalent confidentiality obligations. The recipient is responsible for their compliance.
- 12.4** The recipient may disclose Confidential Information to the extent required by law, a court or a regulator, giving the discloser prompt notice where the law allows. This clause applies during the Agreement and for 5 years after it ends, and for as long afterwards as the recipient holds Customer Data or trade secrets of the discloser.

## **13. Intellectual property**

- 13.1** Sovarium and its licensors own all Intellectual Property Rights in the Platform, the Documentation and Usage Data, and in Sovarium's methods, processes, templates, prompts, tools and know-how, including those it uses to build and maintain the Context Layer, and in any improvements to them. The Customer acquires no rights in them except those expressly granted in the Agreement.
- 13.2** As between the parties, the Customer owns all Intellectual Property Rights in the Customer Data, the Outputs and the Customer-specific content of the Context Layer (the descriptions, definitions and other information about the Customer's data and business recorded in it), and Sovarium assigns to the Customer any rights it acquires in them. Elements that are not specific to the Customer, such as Sovarium's templates and general methods, remain Sovarium's, and Sovarium grants the Customer a perpetual, royalty-free licence to use them as part of the Outputs and that content.
- 13.3** Because Outputs are generated with AI, similar outputs may be generated for others, and Sovarium does not warrant that any Output is unique or protected by Intellectual Property Rights.
- 13.4** The Customer grants Sovarium a non-exclusive, royalty-free licence to host, copy, process, transmit and display the Customer Data, and to permit its Sub-processors to do so, during the Subscription Term and for any later period that clause 11 (Effect of termination) allows, only as necessary to provide, secure and support the Services and to comply with law. Sovarium will not sell Customer Data or use it for any other purpose, including training AI models.
- 13.5** Sovarium may use Usage Data to provide, secure, support and improve the Services and to develop new features. Sovarium will not disclose Usage Data to third parties (other than its Sub-processors and subcontractors for those purposes) except in aggregated form that does not identify the Customer, any Authorised User or any other individual and does not include Customer Data.
- 13.6** Sovarium may freely use any suggestions or feedback about the Services that the Customer or its Authorised Users give it, provided it does not disclose the Customer's Confidential Information or identify the Customer as their source.

## **14. Data protection**

- 14.1** Each party will comply with Data Protection Laws in connection with the Agreement. The Customer is responsible for its obligations as controller of the Customer Personal Data, including those in clause 4.6 and clause 4.7.
- 14.2** Sovarium processes Customer Personal Data as a processor on behalf of the Customer (or, where the Customer is itself a processor, as its sub-processor) in accordance with the Data Processing Agreement, which forms part of the Agreement.
- 14.3** Sovarium processes a limited amount of personal data about Authorised Users and the Customer's contacts (such as names, email addresses, account records, invoices and security logs) as a controller, to manage its relationship with the Customer, bill for and secure the Services, prevent misuse and comply with law. It does so in accordance with Data Protection Laws and its privacy policy at [sovarium.com/privacy](https://sovarium.com/privacy).

## **15. Security**

- 15.1** Sovarium will maintain appropriate technical and organisational measures to protect Customer Data against Security Incidents, including the measures in the security measures annex of the Data Processing Agreement. These include:

- (a) validating every query before it runs so that only read queries reach the Customer Warehouse and, for PostgreSQL, MySQL and ClickHouse, also opening the session in read-only mode (for other warehouses, read-only access depends on the credentials provided under clause 4.1);
  - (b) encrypting data in transit with TLS and all stored Customer Data at rest with AES-256, with Customer Warehouse credentials and Slack tokens additionally encrypted by Sovarium with AES-256-GCM;
  - (c) isolating each organisation's data at the database level, with role-based access controls;
  - (d) offering Sign in with Google and two-factor authentication (TOTP) that the Customer can require, with sessions bound to the browser and IP address they were created on; and
  - (e) restricting staff access to Customer Data to Sovarium employees and contractors bound by confidentiality obligations, and logging every such access.
- 15.2** If Sovarium becomes aware of a Security Incident, it will notify the Customer without undue delay, take reasonable steps to contain, investigate and mitigate it, and keep the Customer informed. Where it affects Customer Personal Data, the timing and content of the notice and Sovarium's assistance are as set out in the Data Processing Agreement.
- 15.3** If Customer Data held in the Platform is lost or corrupted because of Sovarium's breach of the Agreement, Sovarium will use reasonable endeavours to restore it from its most recent backup, at its own cost.
- 15.4** Audit and information rights for Customer Personal Data are set out in the Data Processing Agreement. Security reports can be sent to [security@sovarium.com](mailto:security@sovarium.com).

## **16. Warranties**

- 16.1** Each party warrants that it has full power and authority to enter into and perform the Agreement, and that the person signing the Order Form for it is authorised to do so.
- 16.2** Sovarium warrants that, during the Subscription Term:
- (a) the Platform will perform materially in accordance with the Documentation;
  - (b) it will provide the Services with reasonable skill and care;
  - (c) it will not materially decrease the overall security of the Services; and
  - (d) it will comply with the laws that apply to it in providing the Services.
- 16.3** The warranties in clause 16.2 do not apply to Beta Features or to the content of Outputs, which is addressed in clause 5 (AI Features). Nor do they apply to the extent a failure is caused by a Customer Warehouse, a Third-Party Service, the Customer's own systems, or use of the Services other than in accordance with the Agreement and the Documentation.
- 16.4** If the Customer notifies Sovarium in writing of a breach of clause 16.2(a) or (b), with enough detail to understand and reproduce it, Sovarium will at no extra cost correct the failure or re-perform the affected Services within 30 days (or any longer period the parties agree). If Sovarium does not, either party may terminate the affected Services by written notice, and Sovarium will refund any Fees prepaid for them for the period after termination. This is the Customer's sole remedy for breach of clause 16.2(a) or (b), without affecting its rights under the SLA and Support Schedule.
- 16.5** The Customer warrants that it has, and will keep, the rights, consents, notices and lawful bases described in clause 4.6.

## 17. Disclaimers

- 17.1** Except as expressly set out in the Agreement, all warranties, conditions and other terms implied by statute, common law or otherwise (including as to satisfactory quality and fitness for a particular purpose) are excluded to the fullest extent permitted by law.
- 17.2** Sovarium does not warrant that the Services will be uninterrupted or error-free, that Outputs will be accurate, or that the Services will meet requirements not described in the Documentation or the Order Form. Its availability commitment is in the SLA and Support Schedule, and the limits of Outputs are explained in clause 5 (AI Features).
- 17.3** No method of transmitting or storing data is completely secure, and Sovarium cannot guarantee that Security Incidents will never occur. This does not limit Sovarium's obligations under clause 15 (Security) or the Data Processing Agreement.

## 18. Indemnities

- 18.1** Sovarium will defend the Customer against any claim by a third party that the Customer's use of the Platform or the Documentation in accordance with the Agreement infringes that third party's Intellectual Property Rights in the United Kingdom, the European Economic Area or the United States (an **IP Claim**), and will indemnify the Customer against the damages and costs finally awarded against it, or agreed by Sovarium in settlement, and the reasonable costs the Customer incurs at Sovarium's request in the defence.
- 18.2** Sovarium has no liability for an IP Claim to the extent it arises from the Customer Data, the Customer-specific content of the Context Layer or other materials the Customer provides; a modification of the Platform not made by or for Sovarium; a combination with anything not provided by Sovarium, where the claim would not otherwise have arisen; use in breach of the Agreement; continued use after Sovarium has made a non-infringing alternative available at no extra cost; or Beta Features.
- 18.3** If an IP Claim is made or Sovarium reasonably believes one is likely, Sovarium may at its option and cost:
- (a) obtain for the Customer the right to continue using the Platform;
  - (b) modify or replace the affected part so that it no longer infringes, without materially reducing its functionality; or
  - (c) if neither is reasonably available, terminate the affected Services by written notice and refund any Fees prepaid for them for the period after termination.
- 18.4** Clauses 18.1 to 18.3 set out the Customer's sole remedy, and Sovarium's entire liability, for IP Claims.
- 18.5** The Customer will defend Sovarium against any claim by a third party arising from:
- (a) the Customer Data, or the Customer's connection of a Customer Warehouse or other data source to the Services, including any claim that Sovarium's processing of Customer Data in accordance with the Agreement infringes that third party's rights or breaches the law because the Customer lacked the rights, consents, notices or lawful bases required by clause 4.6; or
  - (b) use of the Services by the Customer, its Authorised Users or the members of its Slack workspace in breach of the Acceptable Use Policy,
- and will indemnify Sovarium against the damages and costs finally awarded against it, or agreed by the Customer in settlement, except to the extent the claim arises from Sovarium's breach of the Agreement.

- 18.6** A party claiming under an indemnity in this clause will notify the other promptly in writing (a delay matters only to the extent it prejudices the other), give it sole control of the defence and settlement, give it reasonable help at its cost, and not admit liability or settle without its consent. The indemnifying party will not agree a settlement that requires the indemnified party to admit fault or to act (other than to stop using allegedly infringing material) without that party's consent, not to be unreasonably withheld.
- 18.7** Each party's liability under this clause is subject to, and counts towards, the Enhanced Cap in clause 19.5.

## **19. Limitation of liability**

- 19.1** Nothing in the Agreement limits or excludes either party's liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation;
  - (c) any other liability that cannot be limited or excluded by law; or
  - (d) in the case of the Customer, its obligation to pay the Fees.
- 19.2** Subject to clause 19.1, neither party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising out of or in connection with the Agreement, for any loss of profits, revenue or business; loss of anticipated savings; loss of goodwill or reputation; loss or corruption of data (without affecting Sovarium's obligation to restore Customer Data under clause 15.3); or indirect or consequential loss.
- 19.3** Where a party breaches clause 12 (Confidentiality), clause 14 (Data protection) or clause 15 (Security), the other party's reasonable costs of investigating and remediating the resulting Security Incident or disclosure, and of notifying affected individuals and regulators where the law requires it, are recoverable as direct losses, within the Enhanced Cap.
- 19.4** Subject to clause 19.1, clause 19.5 and clause 6.2, each party's total aggregate liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty or otherwise, is limited to the Fees paid and payable by the Customer under the Agreement in the 12 months immediately before the first event giving rise to liability (or, if that event occurs in the first 12 months after the Start Date, the Fees payable for those 12 months) (the **General Cap**).
- 19.5** Subject to clause 19.1, each party's total aggregate liability for breach of clause 12 (Confidentiality), clause 14 (Data protection), the Data Processing Agreement or clause 15 (Security), and under clause 18 (Indemnities), is limited to two times the General Cap (the **Enhanced Cap**). The Enhanced Cap is separate from the General Cap: liabilities within it count only towards the Enhanced Cap.
- 19.6** Service credits under the SLA and Support Schedule are the Customer's sole financial remedy for failure to meet the availability commitment in it, without affecting the Customer's right to terminate for chronic failure, and the refund that goes with it, as set out there. Service credits count towards the General Cap.
- 19.7** The Data Processing Agreement and the SLA and Support Schedule are subject to this clause, and liability under them counts towards the caps in it. Each party will take reasonable steps to mitigate any loss for which it claims against the other.

## **20. Publicity**

- 20.1** During and after the Subscription Term, Sovarium may identify the Customer as a customer of Sovarium by using its name and logo, including on Sovarium's website, in customer lists and in

sales and investor materials, following any reasonable brand guidelines the Customer gives it. The Order Form may exclude or limit this.

- 20.2** Otherwise, neither party will use the other's name, logo or trade marks (including in case studies, testimonials or press releases) without the other's prior written consent, which may be given by email and withdrawn for future uses at any time.

## **21. Subcontracting and assignment**

- 21.1** Sovarium may use subcontractors, including Sub-processors in accordance with the Data Processing Agreement, and remains responsible for their performance as if it were its own.
- 21.2** Neither party may assign, transfer or otherwise deal with its rights or obligations under the Agreement without the other's prior written consent, which will not be unreasonably withheld or delayed. However, Sovarium may assign or novate the whole Agreement to a successor to all or substantially all of its business or assets (including by merger, acquisition or reorganisation) by written notice to the Customer, provided the successor agrees to be bound by the Agreement, including the Data Processing Agreement.

## **22. Force majeure**

- 22.1** Neither party is liable for delay or failure to perform its obligations (other than to pay) caused by an event beyond its reasonable control, such as natural disaster, epidemic, war, terrorism, civil unrest, government action, or failure of public utilities, telecommunications networks or the internet generally. The failure of a subcontractor or Sub-processor counts only if it is itself caused by such an event, and a cyber-attack counts only if the measures required by clause 15 (Security) could not reasonably have prevented it. The affected party will notify the other promptly and use reasonable endeavours to mitigate the effect and resume performance.
- 22.2** If such an event prevents the provision of all or a material part of the Services for more than 30 consecutive days, either party may terminate the Agreement by written notice, and Sovarium will refund any Fees prepaid for the period after termination.

## **23. Notices**

- 23.1** Notices under the Agreement must be in writing and in English. Notices to Sovarium must be sent by email to [moid@sovarium.com](mailto:moid@sovarium.com), and notices to the Customer to the notice contact and address in the Order Form. Either party may change its notice details by notice to the other.
- 23.2** A notice of breach, termination or a claim must be sent by email and also delivered by hand or pre-paid recorded delivery post, to Sovarium's registered office or the Customer's postal address in the Order Form. Other notices, including notices of non-renewal, may be given by email alone.
- 23.3** A notice is received: if delivered by hand, on delivery; if posted, at 09:00 on the second Business Day after posting; and if emailed, when sent or, if outside Business Hours, when Business Hours next begin, unless the sender receives a delivery failure message. A notice sent by two methods is received when the first is received.
- 23.4** Operational communications, such as support, service and security notices and notice of changes to the Platform, may be sent by email or through the Platform. This clause does not apply to the service of legal proceedings.

## **24. General**

- 24.1** **Entire agreement.** The Agreement is the entire agreement between the parties about its subject matter and replaces any earlier proposal, agreement or understanding about it. Each party acknowledges that it has not relied on any statement or representation not set out in the

Agreement, and will have no claim for innocent or negligent misrepresentation based on one. Nothing in this clause limits liability for fraud.

- 24.2 Variation.** A variation of the Agreement is effective only if it is in writing and signed by both parties (including by electronic signature), for example in an Order Form. A new version of any document that makes up the Agreement applies to the Customer only once both parties sign an Order Form that references it. This does not prevent changes the Agreement expressly allows, such as Platform changes under clause 2.6 and Sub-processor changes under the Data Processing Agreement.
- 24.3 Waiver and remedies.** A failure or delay in exercising a right or remedy is not a waiver of it. Except where the Agreement states that a remedy is sole or exclusive, its rights and remedies are in addition to those provided by law.
- 24.4 Severance.** If any provision of the Agreement is invalid, illegal or unenforceable, it is treated as modified to the minimum extent needed to make it valid, legal and enforceable or, if that is not possible, as deleted, and the rest of the Agreement is unaffected.
- 24.5 No partnership.** Nothing in the Agreement creates a partnership, joint venture or agency between the parties.
- 24.6 Third-party rights.** A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 24.7 Counterparts and electronic signature.** The Order Form may be signed in counterparts, which together form one document, and by electronic signature, which each party agrees is as valid as a handwritten signature.
- 24.8 Compliance.** Each party will comply with the anti-bribery laws (including the Bribery Act 2010), and the export control and sanctions laws, that apply to it in connection with the Agreement.

## **25. Dispute resolution**

- 25.1** Either party may give the other written notice of a dispute arising out of or in connection with the Agreement. Senior executives of each party with authority to settle it will then meet (in person or by video) and negotiate in good faith. If the dispute is not resolved within 30 days after the notice, either party may start court proceedings under clause 26 (Governing law and jurisdiction).
- 25.2** This clause does not prevent either party from seeking urgent injunctive or other interim relief at any time, or from starting proceedings to prevent a limitation period from expiring.

## **26. Governing law and jurisdiction**

- 26.1** The Agreement, and any dispute or claim (including any non-contractual dispute or claim) arising out of or in connection with it or its subject matter or formation, is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction to settle it.

## **Schedule 1: Acceptable Use Policy**

This Acceptable Use Policy forms part of the Master Subscription Agreement. The Customer is responsible for ensuring that it, its Authorised Users and anyone using the Services through its Slack workspace comply with it.

### **1. Lawful use**

- 1.1** The Customer must not use the Services to:
- (a) break any law or regulation, or infringe the rights of any third party, including Intellectual Property Rights and rights of privacy;
  - (b) process personal data in breach of Data Protection Laws, including without a lawful basis;
  - (c) connect any data source, or provide any credentials, that it is not authorised to use; or
  - (d) act in breach of export control or sanctions laws, including for the benefit of anyone subject to sanctions.

### **2. Security and integrity**

- 2.1** The Customer must not:
- (a) attempt to gain unauthorised access to the Services, Sovarium's systems, or any other customer's account or data;
  - (b) interfere with or disrupt the Services or the networks connected to them, or deliberately place an unreasonable load on them;
  - (c) probe, scan or test the vulnerability of the Services, or carry out penetration testing, without Sovarium's prior written consent (requests to [security@sovarium.com](mailto:security@sovarium.com));
  - (d) circumvent any security measure, authentication, usage limit or Plan restriction, or the query validation and read-only controls of the Services, including by attempting to make the Services modify or delete data in any system;
  - (e) attempt to manipulate the AI Features (for example by prompt injection) to bypass their controls, reveal their underlying instructions or obtain data outside the Customer's own organisation; or
  - (f) upload or transmit any virus, malware or other harmful code.

### **3. The Platform**

- 3.1** The Customer must not:
- (a) copy, modify or create derivative works of the Platform, or reverse engineer, decompile or disassemble it, except to the extent the law expressly permits and does not allow to be excluded;
  - (b) sell, resell, license, rent or otherwise make the Services available to anyone other than its Authorised Users (and the members of its Slack workspace under clause 2.4 of the Master Subscription Agreement), or use them to provide services to third parties;
  - (c) share account credentials, or let anyone who is not an Authorised User use an Authorised User's account;
  - (d) use automated tools to scrape, copy or extract data from the Platform, other than through interfaces Sovarium provides for that purpose; or
  - (e) access the Services in order to build a competing product or service, or to copy their features or design.

#### **4. Breaches**

- 4.1** The Customer will tell Sovarium promptly, at [security@sovarium.com](mailto:security@sovarium.com), of any breach of this Acceptable Use Policy it becomes aware of, and will cooperate with Sovarium's reasonable investigation. Sovarium may respond to a breach by suspending access under clause 9 (Suspension) of the Master Subscription Agreement and, where the breach is material, by terminating the Agreement under clause 10 (Term, renewal and termination) of the Master Subscription Agreement.

## Schedule 2: SLA and Support Schedule

This SLA and Support Schedule forms part of the Master Subscription Agreement.

### 1. Scope and definitions

- 1.1** This SLA and Support Schedule sets out Sovarium's availability commitment for the Platform, the Service Credits available if that commitment is missed, how Sovarium provides support, and the Context Layer Services included in each Plan.
- 1.2** Capitalised terms not defined in this SLA and Support Schedule have the meanings given in clause 1 (Definitions and interpretation) of the Master Subscription Agreement. In this SLA and Support Schedule:
- (a) **"Availability"** means the Platform is available to Authorised Users, that is, it is not Unavailable.
  - (b) **"Customer Administrators"** means the Authorised Users who hold the Owner or Admin role on the Platform.
  - (c) **"Emergency Maintenance"** means urgent maintenance that cannot reasonably wait for Scheduled Maintenance because it is needed to apply a security fix or to address a Security Incident or an imminent threat to the security or integrity of the Platform or Customer Data.
  - (d) **"Monthly Uptime Percentage"** means, for a calendar month, the total number of minutes in the month less the number of minutes of Unavailability in that month, divided by the total number of minutes in the month and expressed as a percentage. Periods described under Exclusions are not counted as Unavailability.
  - (e) **"Priority"** means the P0, P1, P2 or P3 level given to a support ticket under Priority levels and first-response targets.
  - (f) **"Scheduled Maintenance"** means planned maintenance of the Platform notified and carried out as described under Maintenance and changes.
  - (g) **"Service Credit"** means a credit against Subscription Fees calculated as described under Service credits.
  - (h) **"Unavailability"** (and **"Unavailable"**) means that Authorised Users cannot sign in to, or submit questions on, the Platform (the web application at [app.sovarium.com](https://app.sovarium.com), its application programming interface and chat) because of a failure of systems under Sovarium's control, as shown by Sovarium's system records and reports from the Customer.
- 1.3** Slow responses, individual questions or queries that fail, and answers that are incomplete or incorrect are not Unavailability. The Customer may raise them as support tickets under Support.

### 2. Availability commitment

- 2.1** Sovarium will make the Platform available with a Monthly Uptime Percentage of at least **99.9%** in each calendar month of the Subscription Term.
- 2.2** The commitment applies from the Start Date. For a calendar month that falls only partly within the Subscription Term, the Monthly Uptime Percentage is calculated over the part of the month within the Subscription Term.
- 2.3** Sovarium keeps records of periods of Unavailability, and will share the records relevant to a Service Credit claim with the Customer on reasonable request.

### 3. Exclusions

- 3.1** Unavailability does not include, and the Monthly Uptime Percentage is calculated without, any period caused by or resulting from:
- (a) Scheduled Maintenance for which Sovarium gave at least 48 hours' notice, carried out outside Business Hours, up to a total of 10 hours in a calendar month (Scheduled Maintenance beyond that total counts as Unavailability);
  - (b) Emergency Maintenance;
  - (c) the unavailability, performance, configuration or capacity of a Customer Warehouse, or any change to its credentials, permissions, network settings or IP allowlist made by or for the Customer;
  - (d) the networks, internet access, devices, browsers, email systems or Slack workspace of the Customer or its Authorised Users;
  - (e) outages or degradation of upstream AI model providers used for the AI Features that are beyond Sovarium's reasonable control;
  - (f) events beyond Sovarium's reasonable control, as described in clause 22 (Force majeure) of the Master Subscription Agreement;
  - (g) suspension of the Services in accordance with clause 9 (Suspension) of the Master Subscription Agreement;
  - (h) Beta Features;
  - (i) any trial, pilot or proof of concept, or any period for which no Subscription Fees are payable; or
  - (j) acts or omissions of the Customer or its Authorised Users, including use of the Services in breach of the Agreement or contrary to the Documentation.

### 4. Service credits

- 4.1** If the Monthly Uptime Percentage for a calendar month is below 99.9%, the Customer is entitled to a Service Credit equal to the percentage below of the Subscription Fees for that month:

| Monthly Uptime Percentage       | Service Credit (% of that month's Subscription Fees) |
|---------------------------------|------------------------------------------------------|
| Below 99.9%, and at least 99.5% | 5%                                                   |
| Below 99.5%, and at least 99.0% | 10%                                                  |
| Below 99.0%                     | 25%                                                  |

- 4.2** Where Subscription Fees are invoiced annually, the Subscription Fees for a month are one twelfth of the annual Subscription Fees. Service Credits are calculated on Subscription Fees only, not on any other Fees.
- 4.3** Only one tier applies to a month, and the total Service Credits for any calendar month will not exceed 25% of the Subscription Fees for that month.
- 4.4** To claim a Service Credit, the Customer must email [support@sovarium.com](mailto:support@sovarium.com) within 30 days after the end of the affected month, giving the dates and times of the Unavailability and a short description of its effect. Sovarium will review the claim against its records and confirm the Service Credit, or explain why it does not apply. A Service Credit not claimed in time is lost.

- 4.5** Sovarium will apply a confirmed Service Credit against the next invoice for Subscription Fees. Sovarium will pay a Service Credit as a refund only if the Agreement has ended and no further invoice is due.
- 4.6** Service Credits are a price adjustment reflecting the reduced value of the Services, not an estimate of loss. Subject to the Customer's rights under Chronic failure, Service Credits are the Customer's sole and exclusive financial remedy for Unavailability.

## **5. Chronic failure**

- 5.1** If the Monthly Uptime Percentage is below 99.0% in any three calendar months within a rolling six-month period, the Customer may terminate the Agreement by written notice to Sovarium, given in accordance with clause 23 (Notices) of the Master Subscription Agreement within 30 days after the end of the third such month.
- 5.2** If the Customer terminates under this clause, Sovarium will refund any Subscription Fees the Customer has paid in advance for the period after the date of termination, together with any confirmed Service Credits not yet applied, and no further Subscription Fees are payable for that period.

## **6. Incident communication**

- 6.1** If a P0 incident affects the Platform, Sovarium will notify the Customer Administrators by email, and update them by email at the intervals set out under Priority levels and first-response targets until the incident is resolved.
- 6.2** After a P0 incident is resolved, Sovarium will, on request, give the Customer a written summary of its cause, its impact and the steps taken to prevent it recurring.
- 6.3** Security Incidents affecting Customer Data are notified and handled under the Data Processing Agreement.

## **7. Support**

- 7.1 Channels.** Sovarium provides support through these channels:
- (a) **Email:** support@sovarium.com, on all Plans; and
  - (b) **Dedicated account manager:** on the Scale and Enterprise Plans, the person named in the Order Form, who is the Customer's point of contact for onboarding, Context Layer reviews, escalations and commercial matters.
- 7.2 Support hours.** Support is provided during Business Hours on all Plans. The Customer should raise a P0 issue by email to support@sovarium.com with "P0" in the subject line, so that Sovarium can prioritise it.
- 7.3 Who may raise tickets.** Any Authorised User may raise a ticket. Sovarium may ask that tickets about the Customer's account, a Customer Warehouse or the Context Layer come from a Customer Administrator or a contact named in the Customer Onboarding Form.
- 7.4 Scope.** Support covers the use of the Platform, faults in the Services, the connection between the Platform and a Customer Warehouse, and requests about the Context Layer. It does not cover the operation of the Customer Warehouse itself, the quality of data held in it, or work outside the Customer's Plan.
- 7.5 Security reports.** The Customer should report a suspected Security Incident or vulnerability to security@sovarium.com. Sovarium treats a Security Incident affecting Customer Data as P0 and handles it under the Data Processing Agreement.

## 8. Priority levels and first-response targets

**8.1** Sovarium aims to give a first response to each ticket within the target below for its Priority and the Customer's Plan:

| Priority           | Meaning                                                                                                               | Pro              | Scale            | Enterprise       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------|------------------|------------------|------------------|
| <b>P0 Critical</b> | The Platform is Unavailable, or a Security Incident affects Customer Data, and there is no workaround                 | 4 Business Hours | 2 Business Hours | 1 Business Hour  |
| <b>P1 High</b>     | A core feature (chat, Command View, alerts or the Customer Warehouse connection) is failing for many Authorised Users | 8 Business Hours | 4 Business Hours | 2 Business Hours |
| <b>P2 Medium</b>   | The Services are degraded but a workaround exists, or a single Authorised User is affected                            | 2 Business Days  | 1 Business Day   | 8 Business Hours |
| <b>P3 Low</b>      | How-to questions, Context Layer change requests and cosmetic issues                                                   | 3 Business Days  | 2 Business Days  | 1 Business Day   |

**8.2** A first response is a reply from a member of Sovarium's team (not an automated acknowledgement) that acknowledges the ticket and starts work on it. It is measured from when Sovarium receives the ticket through a support channel. Targets stated in Business Hours or Business Days run only during Business Hours, so a ticket received outside Business Hours is treated as received at the start of the next Business Day.

**8.3 Setting Priority.** Sovarium sets the Priority of each ticket, acting reasonably and based on its impact as described in the table, taking into account the Priority the Customer proposes. The Customer may ask Sovarium to re-prioritise a ticket if its impact changes or the Customer disagrees with the Priority given, and Sovarium will consider the request in good faith.

**8.4 Updates.** Until a P0 issue is resolved or a workaround is in place, Sovarium will update the Customer every 2 hours. For a P1 issue, Sovarium will update the Customer daily. Updates are given during Business Hours.

**8.5 Resolution.** Sovarium will use reasonable endeavours to resolve each issue, or provide a workaround, as quickly as is practicable for its Priority. First-response targets are targets, not guarantees of resolution, and no Service Credits or other remedies apply if a target is missed.

**8.6 Escalation.** If the Customer is dissatisfied with how a ticket is being handled, it may escalate it to its dedicated account manager (Scale and Enterprise) or by email to support@sovarium.com with "Escalation" in the subject line.

**8.7 Customer responsibilities.** When raising a ticket, the Customer will:

- use the support channels for its Plan;
- describe the issue clearly, including when it started, the Authorised Users affected, the steps to reproduce it and any error messages or screenshots;
- give Sovarium reasonable access and assistance, including from the people who administer the Customer Warehouse where relevant;
- for P0 and P1 issues, keep a contact available to work with Sovarium until the issue is resolved; and

- (e) never include passwords, keys or other credentials in a ticket.

## 9. Context Layer Services

- 9.1 Initial build.** During onboarding, Sovarium's data experts build the Customer's initial Context Layer from the Customer Warehouse and the information the Customer gives in the Customer Onboarding Form and kickoff sessions. The initial build is included in the Subscription Fees.
- 9.2 Maintenance.** Sovarium maintains the Context Layer throughout the Subscription Term. Authorised Users do not edit the Context Layer directly; changes are made by Sovarium.
- 9.3 Monthly review (all Plans).** Once in each calendar month, Sovarium reviews the Context Layer against the Customer's recent use of the Services and any changes in the Customer Warehouse, and makes the updates it considers appropriate in consultation with the Customer.
- 9.4 Ad-hoc reviews (Enterprise).** On the Enterprise Plan, Sovarium will also review the Context Layer on request, for example after a significant change to the Customer Warehouse or when a new team starts using the Services.
- 9.5 Change requests.** The Customer raises requests to add or change definitions in the Context Layer (such as a metric definition or business term) as P3 tickets. Sovarium agrees the timing of each change with the Customer, and schedules larger changes (such as adding a new data source or subject area) with it. No Service Credits apply to the timing of Context Layer changes.
- 9.6 Customer input.** The accuracy of the Context Layer depends on the information the Customer provides. The Customer will make its subject-matter experts reasonably available and give Sovarium timely, accurate information, and Sovarium is not responsible for delays caused by the Customer not doing so.
- 9.7 Ownership.** Ownership of Context Layer content is governed by clause 13 (Intellectual property) of the Master Subscription Agreement.

## 10. Maintenance and changes

- 10.1 Scheduled Maintenance.** Sovarium will give the Customer Administrators at least 48 hours' notice of Scheduled Maintenance by email, carry it out outside Business Hours, and keep any disruption as short as reasonably possible.
- 10.2 Emergency Maintenance.** Sovarium may carry out Emergency Maintenance at any time without prior notice. It will tell the Customer Administrators about it, and the reason for it, as soon as reasonably practicable.
- 10.3 Routine updates.** Updates that do not make the Platform Unavailable are not Scheduled Maintenance and need no notice.
- 10.4 Change notices.** Sovarium will notify the Customer Administrators by email in advance of changes that materially affect how Authorised Users use the Platform. This does not permit any change to the Services that clause 2.6 of the Master Subscription Agreement does not allow.
- 10.5 This Schedule.** Sovarium will not reduce the availability commitment, Service Credits, first-response targets or Context Layer Services in this SLA and Support Schedule during the current Subscription Term.

## 11. Plan entitlement summary

This summary is for convenience. The clauses above apply if it differs from them.

| Plan       | Authorised Users | Support channels             | P0 cover                                                  | Context Layer review            | Dedicated account manager |
|------------|------------------|------------------------------|-----------------------------------------------------------|---------------------------------|---------------------------|
| Pro        | Up to 5          | Email                        | Business Hours;<br>first response within 4 Business Hours | Monthly                         | No                        |
| Scale      | Up to 100        | Email                        | Business Hours;<br>first response within 2 Business Hours | Monthly                         | Yes                       |
| Enterprise | Unlimited        | Email, with priority support | Business Hours;<br>first response within 1 Business Hour  | Monthly, plus ad-hoc on request | Yes                       |

All Plans include unlimited requests, subject to fair use, and the 99.9% availability commitment. Enterprise also includes custom data source integrations as described in the Order Form.