

These AI Feature Terms govern access to and use of any artificial intelligence and automation functionality made available by Retain International Software Limited ("Retain") as part of the Product(s) (together, "AI Capabilities"). Capitalised terms not defined here have the meanings in the Agreement.

1. SCOPE, PRECEDENCE AND ROLES

1.1 Scope. These AI Feature Terms apply to all AI Capabilities, including AI Features and Automation Features, whether offered as part of the Product(s), including any Maintenance Release, New Feature or New Version, update, enhancement or other change to the Product(s).

1.2 Precedence. If there is any conflict concerning AI Capabilities, these AI Feature Terms prevail over the Master Terms, Product Terms and Professional Services Terms, except in relation to:

- (a) liability;
- (b) exclusions of liability;
- (c) limitations of liability; and
- (d) data protection,

which shall remain governed by the Agreement unless expressly stated otherwise in these AI Feature Terms.

1.3 Roles (EU/UK alignment). The Parties adopt the following role concepts for regulatory alignment: (a) "Provider" means the actor that develops or places an AI system/model on the market under its name or mark; (b) "Deployer" means the actor that uses an AI system under its authority in a professional context. For UK purposes, the parties recognise the principles-based regime overseen by relevant regulators (e.g., ICO, CMA, FCA). These role concepts are used only where relevant under applicable law. For the purposes of applicable AI regulation, the parties' respective regulatory roles shall be determined by applicable law and the factual circumstances of the relevant AI Capability, and nothing in these AI Feature Terms constitutes an agreed regulatory classification of either party.

1.4 Third-Party AI Components. For the avoidance of doubt, Retain may incorporate or rely on artificial intelligence models, services or components supplied by third parties that are not part of Retain or its Affiliates. Nothing in these AI Feature Terms shall be construed as representing that Retain is the developer or provider of such third-party AI models, nor as assigning to Retain any obligations applicable to providers of those models under the EU AI Act or similar laws, except to the extent required by law in respect of Retain's own AI-enabled Product(s). Subject to the liability provisions in the Agreement, Retain shall have no

liability arising from the acts, omissions, errors or unavailability of such third-party AI models or their Providers.

2. DEFINITIONS

2.1 "AI Capabilities" means any functionality within the Product(s) that comprises AI Features and/or Automation Features (as defined below).

2.2 "AI Features" means functionality that uses artificial intelligence or machine learning, including without limitation generative models, retrieval-augmented generation, predictive models, recommendation or classification systems, and agentic or autonomous planning tools that infer from inputs how to generate outputs.

2.3 "Automation Features" means automated or semi-automated workflows, bots, assistants, orchestration logic, rules-based decisioning, robotic process automation (RPA), or process automation that executes pre-defined logic with or without continuous human input, whether deterministic or probabilistic, and whether or not machine learning is used.

2.4 "AI Inputs" means data, prompts, instructions or other materials provided by or for Customer to be processed by AI Capabilities.

2.5 "AI Outputs" means content, information or other results produced by the AI Capabilities in response to AI Inputs.

2.6 "AI Systems" means the underlying models, software, algorithms, tools and workflows used to provide the AI Capabilities.

2.7 "Customer-Connected AI Service" means any external artificial intelligence application, assistant, agent, model, bot, or other third-party service connected to the Product(s) through an Retain-approved interface, API or other access mechanism.

2.8 "GPAI Model" means a general-purpose AI model that can be adapted to a wide range of tasks (as characterised under applicable EU AI Act guidance).

2.9 "High-Risk AI System" means an AI system designated high-risk under the EU AI Act.

2.10 **“Public Disclosure Use”** means publication or disclosure of AI Outputs outside Customer’s organisation.

2.11 **“Protected Content”** means material protected by intellectual property or database rights.

3. ACCESS, USE AND PROHIBITED CONDUCT

3.1 Standards. Customer will use AI Capabilities lawfully, responsibly and in accordance with the Agreement and these AI Feature Terms.

3.2 Approved Interfaces. Automation Features and bots must interact solely through Retain approved interfaces or licenced APIs, and must not bypass rate limits, authentication, or other technical controls.

3.3 No Modification by Automation. Customer shall not use Automation Features or bots to modify the Product(s), their underlying configuration, security controls or interfaces, except through functionality expressly made available or approved by Retain in writing.

3.4 Prohibited Conduct. Customer must not (and must not allow others to): (a) use AI Capabilities or AI Outputs in a way that infringes intellectual property, privacy or other third-party rights, including by creating content that substantially reproduces Protected Content without permission; (b) use AI Inputs/AI Outputs to train, fine-tune or improve any external AI models or competing services, unless expressly approved in writing by Retain; (c) scrape, harvest or bulk-extract data from AI Capabilities; (d) attempt to discover, extract or infer model weights or other protected parameters, or otherwise reverse engineer AI Systems; (e) represent AI Outputs as reviewed or endorsed by Retain, or as solely human authored; (f) rely on AI Capabilities for fully automated decision making that produces legal or similarly significant effects on individuals without appropriate safeguards (including meaningful human review, notices and record-keeping); (g) access AI Capabilities via unapproved interfaces or in breach of technical controls; (h) engage in discriminatory, deceptive, harmful or unethical uses; (i) make any Public Disclosure Use in breach of applicable transparency or disclosure requirements, or in a manner that materially misrepresents the nature or authorship of the AI Outputs.

3.5 Safeguards. Customer will not disable or circumvent safety, rights management or anti-abuse controls.

4. CUSTOMER RESPONSIBILITIES

4.1 Inputs and Outputs. Customer is solely responsible for (a) the legality, accuracy and rights in AI Inputs, and (b) reviewing, testing and validating AI Outputs (including any security/code scans, accuracy and legal checks) before use or reliance.

4.2 Governance. Customer will maintain appropriate governance over its use of AI Capabilities, including internal policy, role assignment, user training and testing suitable for its use case.

4.3 Disclosure of Material Automation. Customer shall disclose to Retain any material use of Automation Features or bots that materially affects system load, output generation, or compliance obligations. Where such use materially increases risk to the Product(s), Retain may require reasonable mitigation measures or suspend such use pursuant to Section 13.

4.4 EU Deployer style duties (where applicable). Where Customer deploys AI Capabilities in the EU in contexts that trigger Deployer duties, Customer will: (i) implement meaningful human oversight; (ii) retain and manage logs as reasonably available to Customer; (iii) ensure input data is relevant/representative for the intended use; (iv) monitor operation and suspend use if risks arise; (v) promptly notify Retain and, where required by law, authorities of serious incidents; and (vi) inform workers prior to use in the workplace. In each case, these duties apply only to the extent imposed on Customer under applicable law, and each party shall comply only with those obligations applicable to it under applicable law in connection with its role and use of the relevant AI Capability.

4.5 UK alignment. Where personal data is processed, Customer remains responsible for lawful basis, privacy notices/transparency, DPIAs where required, and human review of AI-influenced decisions with legal or similarly significant effects.

4.6 Customer/Third-Party Hosting Logs. Where the Product(s) are hosted by Customer or a third party, Customer shall maintain detailed logs of API calls, transactions, and Automation Feature usage and provide reasonable evidence of such logs to Retain upon request to confirm compliance. This

evidencing obligation does not expand Customer's audit rights under Section 7.5.

5. PROVIDER OBLIGATIONS; GPAI/HIGH-RISK ALIGNMENT

5.1 Documentation and Copyright Policy. To the extent Retain acts as provider of an AI System or GPAI Model, Retain will maintain model/system documentation appropriate to its role and adopt a copyright policy appropriate to applicable transparency/copyright expectations.

5.2 Training Data Summaries (if required). Where applicable law requires a public summary of training content for a GPAI Model provided by Retain, Retain may publish such summary in accordance with the then-current regulatory template.

5.3 Systemic Risk (if applicable). If and to the extent Retain offers GPAI Models designated or presumed as presenting systemic risk under applicable law, Retain will implement lifecycle risk assessments/mitigations, evaluations, security and serious-incident reporting as required by law.

5.4 Transparency Measures. Retain may introduce, modify or display notices, warnings, labels, disclosures, metadata, watermarks, user prompts or other transparency measures associated with AI Capabilities where reasonably required for legal, regulatory, security, and technical or compliance purposes. Retain may modify, substitute, deprecate or route requests to alternative models, providers or technologies in accordance with Section 12.7.

6. INTELLECTUAL PROPERTY AND LICENCING

6.1 Ownership. As between the Parties, (a) Customer retains all rights it has in AI Inputs; (b) Retain and its licensors own all rights in AI Systems and pre-existing materials; (c) no ownership rights in AI Outputs are transferred to Customer by virtue of generation of AI Outputs; and (d) to the extent any intellectual property rights arise in AI Outputs, such rights shall vest in Retain.

6.2 Output Licence. Subject to these AI Feature Terms and the Agreement, and to the extent Retain has any rights in an AI Output, Retain grants Customer a non-exclusive, non-transferable, perpetual licence to use, reproduce and disclose that AI Output for Customer's internal business purposes and as reasonably required in connection with its business, including disclosures to its auditors,

advisers, regulators, financiers and other counterparties, subject to the Agreement and any third-party rights. AI Outputs are not guaranteed to be unique and may resemble content generated for others.

6.3 No Intellectual Property Originality Guarantee for Outputs. AI Outputs are generated automatically and may reflect pre-existing materials or learned patterns; they do not automatically attract standalone intellectual property protection.

7. DATA PROTECTION AND SECURITY

7.1 Roles. Subject to clause 7.8 and the data protection provisions of the Agreement, for Customer Personal Data included in Customer Data or AI Inputs, Customer is the controller; Retain acts as processor (or separate controller only where required by the nature of specific processing).

7.2 Automated Decision-Making. Customer is responsible for transparency notices, lawful bases, DPIAs (where required) and human oversight for automated or AI informed decisions with legal or similarly significant effects.

7.3 Information Security. Retain will implement reasonable technical and organisational measures designed to protect the availability, integrity and confidentiality of the Product(s), taking into account the nature of the Product(s) and industry standards.

7.4 Monitoring and Logs. Retain may log, monitor and analyse interactions with AI Capabilities for security, abuse prevention, performance and policy-compliance purposes, including rate-limiting, anomaly detection and usage alerts.

7.5 Audit. Customer has no right to audit Retain's systems, infrastructure or model environments, except where required by law and subject to Retain's confidentiality/security requirements.

7.6 No Training on Retain Materials. Customer shall not use Retain's documentation, materials or outputs to train, improve or develop AI models or Automation Features, except where expressly permitted in writing by Retain.

7.7 Customer Data and AI Training. Retain may process and use Customer Data (including Customer Personal Data and AI Inputs), and AI Outputs as reasonably necessary to provide, operate, host, secure, maintain, support, monitor, analyse, develop and improve the Product(s) and AI

Capabilities, including to train, fine-tune, configure, test and improve Retain's proprietary models and AI functionality forming part of, or used to provide or improve, the Product(s).

Where Customer Data, AI Inputs or AI Outputs are used for such purposes, Retain shall apply appropriate technical and organisational measures to keep such data logically separated from the data of other customers and subject to the confidentiality, security and data protection obligations of the Agreement. Retain shall not use Customer Data, AI Inputs or AI Outputs to train or fine-tune any general-purpose or shared models, or permit an AI Services provider to use such data to train, fine-tune or improve any general-purpose or shared models, except where expressly agreed in writing by the Parties.

Nothing in this clause shall prevent Retain from processing Customer Data, AI Inputs or AI Outputs to the extent necessary to:

- (a) provide, operate, host, secure, maintain, support, monitor, analyse and improve the Product(s) and AI Capabilities, provided such activities do not involve training, fine-tuning or developing any general-purpose or shared models (for the avoidance of doubt, this does not prevent Retain from training, fine-tuning, developing or improving its own proprietary models that form part of, or are used to provide or improve, the Product(s) or from using AI Services providers in connection with the provision of the Product(s) and AI Capabilities, subject to the safeguards set out in this Agreement);
- (b) perform service management, usage analysis, capacity planning, security monitoring, fraud prevention, incident investigation, testing, troubleshooting and business operations;
- (c) comply with applicable law, regulatory requirements, court orders or requests from competent authorities;
- (d) undertake legal, commercial, financial, accounting, taxation, risk management, compliance, insurance, governance, internal audit and corporate administration activities;
- (e) disclose information to professional advisers, auditors, insurers, lenders, investors, purchasers, potential purchasers or other parties involved in any actual or proposed financing, investment, merger, acquisition,

disposal, reorganisation or other corporate transaction, in each case subject to appropriate confidentiality obligations; and

- (f) use information that has been irreversibly anonymised aggregated such that neither the Customer nor any identifiable individual can be identified.

Nothing in this clause modifies or limits the Parties' rights and obligations under the Agreement relating to Customer Personal Data, which shall continue to apply.

- 7.8 Relationship with the Agreement. Nothing in this Section 7 limits or overrides the data protection provisions, audit rights or processor obligations in the Agreement, which shall determine the Parties' controller/processor roles and audit rights. Where Retain transfers Customer Data to an AI Services provider in providing an AI Capability, Retain shall procure that such provider does not use that Customer Data to train, fine-tune or improve any general-purpose or shared models, except where expressly agreed in writing with Customer.

8. TRANSPARENCY MEASURES AND PUBLIC DISCLOSURE USE

- 8.1 Public Disclosure Use. For any Public Disclosure Use, Customer shall comply with applicable transparency, disclosure, labelling, marking, watermarking or similar requirements and shall not materially misrepresent the nature, authorship or origin of the AI Outputs. Where required by applicable law or regulation, Customer shall disclose that AI technology was used.
- 8.2 Retain Transparency Measures. Customer shall use AI Capabilities in accordance with any notices, disclosures, labels, warnings, metadata, watermarks, user prompts or other transparency measures provided or made available by Retain and shall not remove, disable, obscure, circumvent or interfere with any such measures.
- 8.3 Customer Responsibility. Customer remains responsible for determining and complying with any transparency or disclosure obligations applicable to Customer as a Deployer or arising from its use, publication, communication or distribution of AI Outputs, including under the EU AI Act where applicable.

9. DISCLAIMERS FOR AI OUTPUTS

AI Outputs are generated automatically and provided “as is.” To the maximum extent permitted by law, Retain disclaims all warranties (express, implied, statutory or otherwise) regarding AI Outputs, including non-infringement, accuracy, originality, availability and fitness for purpose. Customer is solely responsible for verifying suitability and compliance before use.

10. AI-SPECIFIC INDEMNITIES

10.1 Customer AI Indemnity. Customer will defend, indemnify and hold harmless Retain, its Affiliates and their respective officers, directors, employees and contractors from and against any claims, losses, damages, liabilities, fines, costs and expenses (including reasonable legal fees) arising from any third-party claim, to the extent that claim arises from:

- (a) AI Inputs provided by or on behalf of Customer that infringe third-party rights or breach applicable law;
- (b) Customer’s unlawful or unauthorised use, publication, modification, combination or disclosure of AI Outputs;
- (c) Customer’s infringement of intellectual property, privacy, confidentiality, publicity or other third-party rights through its use of AI Capabilities, AI Inputs or AI Outputs; or
- (d) Customer’s material breach of these AI Feature Terms or use of AI Capabilities in breach of applicable law.

10.2 Retain Intellectual Property Indemnity. To the extent that an AI Capability forms part of a Product supplied by Retain, the intellectual property indemnity provisions in the Agreement shall apply to such AI Capability on the same basis as the Product, provided that such indemnity shall not apply to claims arising from: (i) Customer’s modification, combination or integration of AI Outputs with other materials; (ii) AI Inputs provided by or on behalf of Customer; (iii) any third party AI service selected, procured or supplied by Customer pursuant to Clause 12.5; or (iv) Customer’s use of AI Outputs in a manner not permitted by these AI Feature Terms.

10.3 Liability Framework. The indemnities in this Section 10 and all liability arising from or relating to AI Capabilities shall be subject to the liability

provisions, limitations, exclusions and indemnity framework contained in the Agreement. For the avoidance of doubt, nothing in these AI Feature Terms shall limit or reduce any customer indemnity that is expressed in the Agreement to be uncapped or otherwise excluded from the general liability cap.

11. LIABILITY

Except as expressly stated in these AI Feature Terms, liability arising out of or relating to AI Capabilities shall be governed by the liability provisions contained in the Agreement.

For the avoidance of doubt:

- (a) AI Outputs are subject to the disclaimers in Section 9;
- (b) Customer remains responsible for validation and use of AI Outputs pursuant to Section 4; and
- (c) nothing in these AI Feature Terms creates any additional liability for Retain beyond that expressly set out in the Agreement, and the disclaimers in Section 9 constitute express qualifications to any warranties, service levels or performance commitments in the Agreement to the extent they apply to AI Outputs.

12. THIRD-PARTY AI SERVICES

12.1 AI Capabilities may rely upon third-party artificial intelligence services, models, platforms, APIs, infrastructure providers, hyperscale cloud providers and related technology services (“AI Services”).

12.2 Unless expressly stated otherwise in the Product Order or elsewhere in the Agreement, Retain shall procure and manage the AI Services required for the AI Capabilities included within the Product(s).

12.3 Customer shall not be required to establish or maintain a separate account, subscription, licence, API key, endpoint or payment arrangement with any AI Services provider unless expressly stated in the Product Order or elsewhere in the Agreement. Where applicable, clause 12.5 and the remainder of the Agreement shall apply.

12.4 Where the Product Order or another part of the Agreement identifies any AI Services that must be procured, maintained or accessed by Customer, Customer shall remain responsible for compliance

with the applicable terms of the relevant AI Services provider and for maintaining any required licences, subscriptions, API keys, endpoints, accounts or credentials.

12.5 Customer-Connected AI Services. Where Retain makes available or approves an interface, API or other access mechanism through which Customer or its Authorised Users may connect an external artificial intelligence application, assistant, agent, model, bot, or other third-party service to the Product(s):

- (a) Customer is responsible for the selection, procurement, configuration, operation and use of the Customer-Connected AI Service and for compliance with the applicable terms and policies of its provider;
- (b) Customer is responsible for authorising and controlling the access rights, permissions, instructions and Customer Data made available to the Customer-Connected AI Service and for the security and use of all related credentials, API keys, tokens and authentication mechanisms. Customer shall notify Retain promptly if it becomes aware that any such credential, API key, token or authentication mechanism has been lost, compromised or made available to an unauthorised person;
- (c) Customer shall ensure that its use of the Customer-Connected AI Service, including any transmission or other processing of Customer Data or Personal Data, complies with the Agreement and applicable law;
- (d) unless otherwise agreed in writing or required by applicable data protection law, the Customer-Connected AI Service and its provider are not sub-processors engaged by Retain, and any processing undertaken by them at Customer's direction is governed by Customer's arrangements with the relevant provider;
- (e) Retain does not control and is not responsible for the availability, security, retention, training, processing practices, acts, omissions or outputs of the Customer-Connected AI Service or its provider; and
- (f) Retain may, in accordance with Section 13, restrict, suspend or disable the relevant connection where Retain reasonably considers this necessary to protect the Product(s),

Customer Data, security, service availability or compliance with applicable law.

Where Retain permits Customer to use its own API key in connection with a Customer-Connected AI Service:

- (g) Nothing in the Agreement obliges Retain to enable or continue supporting use of a Customer-owned API key. Customer is responsible for ensuring such use is permitted by the relevant provider terms, and for obtaining, maintaining and securing the API key and all associated usage, costs, charges, quotas and limits. Fair Usage limits applicable to API usage funded or provided by Retain shall not apply. Retain may suspend, restrict or withdraw such use where reasonably necessary for security, technical, operational or provider-related reasons. Retain is not responsible for the availability or performance of the relevant third-party service, or for consequences arising from the Customer-owned API key, and such use shall not increase Retain's obligations or liability under the Agreement..

12.6 Support and Service Scope. Where Customer connects, enables or uses a Customer-Connected AI Service, Retain's Support Services are limited to the availability and operation of the Retain Product(s) and any Retain-provided interfaces.

Support Services do not include troubleshooting, configuration, remediation, optimisation, prompt engineering, model tuning, output validation or other issues arising from Customer-Connected AI Services, their providers, configurations, prompts, models, outputs or integrations.

Any assistance provided by Retain in relation to a Customer-Connected AI Service shall be provided at Retain's discretion and, where applicable, subject to separate agreement, availability and payment of Retain's applicable Professional Services fees.

12.7 Retain may modify, replace, suspend or withdraw AI Services or substitute, deprecate or route requests to alternative models, providers or technologies where reasonably necessary for technical, operational, legal, regulatory, commercial, security or compliance reasons, provided that the core functionality of the applicable AI Capability is not materially degraded.

13. SUSPENSION AND REMEDIATION

Retain may suspend or restrict access to the affected AI Capability to the extent reasonably necessary to address the relevant risk where it reasonably suspects: (a) breach of these AI Feature Terms; (b) security or safety risks; (c) unlawful or rights-infringing use; or (d) attempted model-weight extraction, scraping, excessive or unauthorised automated usage, or bypass of approved interfaces or rate limits. Where reasonably practicable Retain will give prior notice, save where immediate action is required for security, safety, legal or regulatory reasons. Access will be restored promptly once the relevant issue has been remedied to Retain's reasonable satisfaction.

14. ORDER FORM, USAGE LIMITS AND MODEL SELECTION

14.1 Activation. AI Capabilities may be made available as part of the Product(s) from time to time and, where optional, may be enabled or disabled by the Customer. The Product Order may, where applicable, identify specific AI Capabilities, authorised models or agents, and usage limits. Where the Customer elects not to use or disables AI Capabilities, the Customer acknowledges that certain functionality or features which rely on AI may be unavailable or operate with reduced functionality.

14.2 Fair Usage. Retain may introduce and manage reasonable usage limits, consumption thresholds, Fair Usage Policies and technical controls, and may throttle, rate-limit, suspend or restrict AI Capabilities accordingly.

Any Fair Usage Policy published on the customer portal or otherwise notified by Retain in accordance with these AI Feature Terms shall be incorporated into and form part of the Agreement from the date specified in the relevant notice.

Any Fair Usage Policy, or any material amendment to a Fair Usage Policy which introduces or increases charges, will be notified to Customer at least thirty (30) days before it takes effect and shall apply prospectively only. Where Customer materially exceeds any notified usage limits or requirements, Retain may, following prior written notice, apply reasonable usage restrictions and/or require Customer to purchase additional capacity.

14.3 Pricing and Excess Usage. Any additional fees, capacity charges, consumption-based charges or excess-usage charges applicable to AI Capabilities shall apply only where specified in the Product Order, Product Terms, a Fair Usage Policy incorporated into the Agreement pursuant to Section 14.2, or otherwise agreed in writing with Customer.

15. CHANGES TO THESE AI FEATURE TERMS

Retain may update these AI Feature Terms where reasonably necessary to reflect changes in applicable law, regulation, security, technology or the AI Capabilities. Material changes will not materially degrade the core functionality of the Product(s) and, except where required by applicable law, will not materially reduce Customer's contractual rights or materially increase Customer's obligations during the then-current Usage Period. Changes will be communicated via the customer portal or email no fewer than thirty (30) days before the updated version takes effect, unless a shorter period is required by applicable law or regulation.

16. SURVIVAL

Sections 1.4, 3–4, 6-12 and 16 survive termination or expiry of the Agreement.

17. INTERPRETATION

17.1 These AI Feature Terms form part of the Agreement and are governed by its choice of law and dispute provisions.

17.2 For the avoidance of doubt, inclusion of Automation Features and bots within "AI Capabilities" does not represent or imply that such functionality constitutes "artificial intelligence" for the purposes of any applicable law or regulation; legal characterisation shall follow the applicable regime. Nothing in these AI Feature Terms converts deterministic automation into "AI" for regulatory purposes.