Terms and Conditions of Business

SP Data Consultancy Ltd

Trading as: SPData, A2BDataPro, MyAIHelper, SP123, Backuphelper and Stuart Parkins

1. Definitions

In these Terms and Conditions, the following terms shall have the following meanings:

- "Company" means SP Data Consultancy Ltd (trading as SPData, A2BDataPro, MyAIHelper, SP123, Backuphelper and Stuart Parkins), registered in the United Kingdom 10470138, with website www.spdata.co.uk.
- "Client" means the individual, firm, company, or other party with whom the Company contracts.
- "Services" means the data consultancy services to be provided by the Company to the Client, including but not limited to data migrations, automations, reporting, business intelligence, and Al integrations.
- "Deliverables" means all documents, products, and materials developed by the Company in relation to the Services.
- "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered.

2. Application of Terms

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of Services by the Company to the Client to the exclusion of all other terms and conditions, including any terms which the Client may purport to apply under any purchase order, sales order, assessment or audit, confirmation of order, or similar document.
- 2.2. No variation to these Terms and Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Client.

3. Project Scope and Quotations

- 3.1. The Company shall provide a written quotation to the Client outlining the scope of Services, estimated timelines, and fees.
- 3.2. All quotations are valid for 30 days from the date of issue unless otherwise stated.

- 3.3. The Company reserves the right to modify quotations if the Client's requirements change or if information provided by the Client is incomplete or inaccurate.
- 3.4. Work will not commence until the Client has accepted the quotation in writing and provided any requested deposit.
- 3.5. Any work outside the agreed scope will be considered additional and will require separate agreement and pricing.

4. Project Sign-Off

- 4.1. The Company will seek formal Client sign-off at key project milestones and upon project completion.
- 4.2. The Client agrees to review Deliverables promptly and provide feedback or approval within 7 business days unless otherwise agreed.
- 4.3. If the Client fails to provide feedback within the agreed timeframe, the Deliverables will be deemed accepted.
- 4.4. Once a Deliverable has been accepted, any requested changes will be treated as additional work and may incur additional fees.

5. Fees and Payment

- 5.1. Fees shall be as set out in the quotation provided by the Company to the Client.
- 5.2. The Company reserves the right to charge for expenses incurred in providing the Services, including travel, accommodation, and subsistence.
- 5.3. Unless otherwise agreed in writing, the Company will invoice as follows:
 - The Full Audit/Assessment/Report Service Price
 - 25% of the total Build/Development/Migration/Coding fee upon project commencement
 - 25% of the total fee at an agreed milestone point
 - 50% of the total fee upon project completion
- Monthly, Quarterly or Per Annum Support & Hosting Fees in advance as agreed.
- 5.4. All invoices are payable within 30 days of the invoice date.
- 5.5. Payment Plans:
 - The Company offers payment plans to eligible Clients to spread the cost of projects over an agreed period
 - All payment plans must be agreed in writing before project commencement
 - The Company reserves the right to charge a reasonable administration fee for payment plans

- Failure to make any scheduled payment may result in the full outstanding balance becoming immediately due
- The Company reserves the right to conduct credit checks before offering payment plans

5.6. If the Client fails to make any payment by the due date, the Company shall be entitled, without prejudice to any other right or remedy, to:

- Charge interest on the outstanding amount at the rate of 8% per annum above the Bank of England base rate
- Suspend all Services until payment has been made in full
- Recover all costs incurred in collecting overdue payments
- 5.7. All amounts stated are exclusive of VAT, which will be charged at the prevailing rate where applicable.

6. Client Obligations

- 6.1. The Client shall:
 - Provide the Company with all necessary information, data, and materials required to perform the Services in a timely manner
 - Make available appropriate personnel to assist the Company and participate in necessary meetings and discussions
 - Provide feedback and approvals in a timely manner
 - Ensure all information provided is accurate and complete
 - Comply with all applicable laws and regulations concerning its activities under this agreement
 - Provide adequate access to systems and data as required for the Company to perform the Services
- 6.2. If the Company's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Client, the Company shall:
 - Not be liable for any such delay or failure to perform its obligations
 - Be entitled to charge the Client for any additional costs incurred as a result

7. Intellectual Property Rights

- 7.1. All Intellectual Property Rights in any materials existing prior to the commencement of the Services shall remain the property of the party that owned such rights immediately prior to commencement.
- 7.2. Unless otherwise agreed in writing, all Intellectual Property Rights in the Deliverables (excluding any Client materials incorporated into them) shall be owned by the Company.
- 7.3. Upon full payment of all fees due, the Company grants to the Client a non-exclusive, worldwide, royalty-free licence to use the Deliverables for the Client's internal business purposes only.

7.4. The Client shall not:

- Use the Deliverables for any purpose other than the Client's internal business purposes without prior written consent from the Company
- Sell, license, sub-license, lease, rent, distribute, disclose, permit access to, or transfer to any third party, the Deliverables or any modification thereof
- Modify, adapt, translate, or create derivative works based on the Deliverables except as expressly
 permitted in writing by the Company
- 7.5. Any bespoke code, tools, algorithms, Templates, Documents or systems developed by the Company during the provision of Services shall remain the Intellectual Property of the Company, unless explicitly agreed otherwise in writing.
- 7.6. The Client grants the Company a non-exclusive licence to use the Client's materials solely for the purpose of providing the Services.

8. Hosting and Software Maintenance

- 8.1. If the Services include hosting of solutions or applications:
 - The Company will use commercially reasonable efforts to ensure availability but does not guarantee 100% uptime
 - The Company reserves the right to conduct maintenance during off-peak hours with reasonable notice
 - The Client shall not use the hosting services for any unlawful purpose or in a way that might damage, disable, or impair the hosting environment
- 8.2. If the Services include ongoing software maintenance:
 - The scope and frequency of maintenance services shall be as set out in the quotation
 - The Company will use reasonable endeavours to respond to support requests within the timeframes specified in the quotation
 - Additional services beyond the agreed maintenance scope will be charged at the Company's thencurrent rates

9. Ongoing Support

- 9.1. Unless specifically included in the quotation, ongoing support is not included in the project fee.
- 9.2. The Company offers the following support tiers:

a) Ad Hoc Support

- Response time: Within 24 business hours
- Billing: Full hourly rate with per-minute billing

- Requirements: All support tickets must be submitted through the Company's designated ticketing system
- No minimum commitment required

b) Contracted Basic Support

- Response time: Within 18 business hours
- Billing: Discounted hourly rate as agreed in writing, with per-minute billing
- Requirements: All support tickets must be submitted through the Company's designated ticketing system
- Minimum term as specified in the support agreement

c) Bespoke Retainer

- Terms, response times, and billing to be agreed in writing as per specific Client requirements
- May include dedicated support hours, priority response, or other customised arrangements
- 9.3. Response times are calculated during standard business hours (Monday to Friday, 9:00 am to 5:30 pm UK time, excluding UK public holidays) and exclude any notified Company holidays.
- 9.4. The Company reserves the right to temporarily suspend support services if any invoices remain unpaid beyond their due date.
- 9.5. Support services are limited to the solutions, applications, or systems developed or implemented by the Company. Support for third-party applications or systems may be provided at the Company's discretion and may incur additional charges.
- 9.6. The Client acknowledges that support is provided remotely unless otherwise agreed and that additional charges may apply for on-site support.

10. Data Protection

- 10.1. Both parties will comply with all applicable requirements of the UK Data Protection Legislation, including the Data Protection Act 2018 and the UK GDPR.
- 10.2. The Company will act as a data processor and the Client as a data controller as defined in the UK Data Protection Legislation.
- 10.3. The Company shall:
 - Process personal data only on documented instructions from the Client
 - Ensure that persons authorised to process the personal data have committed themselves to confidentiality
 - Take all appropriate technical and organisational measures to ensure a level of security appropriate to the risk

- Not engage another processor without prior authorisation from the Client
- Assist the Client in ensuring compliance with the Client's obligations under the UK Data Protection
 Legislation
- Delete or return all personal data to the Client at the end of the provision of Services
- Make available to the Client all information necessary to demonstrate compliance with data protection obligations

10.4. The Client warrants that it has all necessary consents and notices in place to enable lawful transfer of personal data to the Company for the purposes of the Services.

11. Confidentiality

- 11.1. Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients, or suppliers of the other party except as permitted by clause 11.2.
- 11.2. Each party may disclose the other party's confidential information:
- To its employees, officers, representatives, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under this agreement; and
- As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
- 11.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under this agreement.
- 11.4. This confidentiality obligation shall survive termination of this agreement for a period of 5 years.

12. Limitation of Liability

- 12.1. Nothing in these Terms and Conditions shall limit or exclude the Company's liability for:
- Death or personal injury caused by its negligence
- Fraud or fraudulent misrepresentation
- Any matter in respect of which it would be unlawful for the Company to exclude or restrict liability

12.2. Subject to clause 12.1:

- The Company shall not be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, loss of business, loss of revenue, loss of anticipated savings, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with the agreement
- The Company's total liability to the Client in respect of all other losses arising under or in connection with the agreement, whether in contract, tort (including negligence), breach of statutory duty, or

otherwise, shall not exceed the total fees paid by the Client to the Company under this agreement.

13. Termination

13.1. Termination for Breach: Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- The other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 21 days after being notified in writing to do so
- The other party takes any step or action in connection with entering administration, provisional liquidation, or any composition or arrangement with its creditors, being wound up, having a receiver appointed to any of its assets, or ceasing to carry on business
- The other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business

13.2. Termination for Convenience:

a) By the Client:

- The Client may terminate this agreement for convenience by providing the Company with at least 30 days' prior written notice
- If termination occurs between project milestones, the Client shall pay for: (i) All work completed up to the date of termination (ii) Any non-cancellable commitments made by the Company (iii) A cancellation fee equal to 20% of the remaining project value unless otherwise agreed in writing
- If termination occurs at a project milestone after acceptance of deliverables, the Client shall pay all fees due for the completed milestone and the cancellation fee specified above

b) By the Company:

- The Company may terminate this agreement for convenience by providing the Client with at least 30 days' prior written notice
- The Company shall complete all work in progress during the notice period unless otherwise agreed
- The Company shall provide reasonable assistance with transitioning the Services to the Client or a third party designated by the Client, subject to payment of the Company's standard rates for such assistance

c) For Ongoing Support or Subscription Services:

- Either party may terminate ongoing support or subscription services by providing at least 30 days'
 written notice before the end of the current service period
- If the Client has committed to a minimum term for support services, early termination shall require payment of fees for the remainder of the committed term or a cancellation fee as specified in the

support agreement

13.3. Upon termination of this agreement for any reason:

- The Client shall immediately pay to the Company all outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Client immediately on receipt
- The Client shall return all of the Company's equipment and materials
- The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination
- Clauses that expressly or by implication survive termination shall continue in full force and effect, including but not limited to Clauses 7 (Intellectual Property Rights), 10 (Data Protection), 11 (Confidentiality), and 12 (Limitation of Liability)

14. Force Majeure

14.1. The Company shall not be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances, or causes beyond its reasonable control.

15. General

- 15.1. Assignment and other dealings: The Company may at any time assign, transfer, subcontract, or deal in any other manner with all or any of its rights under this agreement and may subcontract or delegate in any manner any or all of its obligations under this agreement to any third party. The Client shall not, without the prior written consent of the Company, assign, transfer, subcontract, or deal in any other manner with any of its rights or obligations under this agreement.
- 15.2. Entire agreement: This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 15.3. Variation: No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.4. Waiver: A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy.
- 15.5. Severance: If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the

rest of this agreement.

- 15.6. Notices: Any notice given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office or principal place of business.
- 15.7. Third party rights: Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 15.8. Governing law: This agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 15.9. Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).
- 15.10. Dispute Resolution: Any dispute arising under or in connection with this agreement shall be notified in writing to the other party. The parties shall first attempt to resolve the dispute through direct negotiation and mediation between appointed representatives from each party. Nothing in this clause shall prevent either party from seeking urgent injunctive relief from any court of competent jurisdiction. During any dispute, both parties shall continue to perform their obligations under this agreement.
- 15.11. Exclusion of Implied Terms: This agreement constitutes the entire agreement between the parties. To the fullest extent permitted by law, all conditions, warranties, and other terms which might otherwise be implied by statute, common law, or the law of equity are hereby excluded. The Client acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of the Company which is not expressly set out in this agreement. Nothing in this clause shall limit or exclude any liability for fraud or fraudulent misrepresentation.

16. Digital Products

- 16.1. The Company offers various digital products, including but not limited to training materials, frameworks, toolkits, templates, and software tools (such as "Data Migration Starter Toolkit" and "SPData 7 Step Data Migration Framework").
- 16.2. Purchase and Delivery:
- a) Digital products may be purchased through the Company website(s) or by direct arrangement with the Company.
- b) Upon confirmation of payment, digital products will be delivered via:
 - Download links to the provided email address
 - Access credentials to a client portal

- Other electronic means as specified at the time of purchase
- c) The Client is responsible for maintaining the confidentiality of any access credentials provided.
- d) Download links and access credentials have reasonable expiry timeframes which will be communicated at the time of purchase.

16.3. Licensing Terms:

- a) All digital products are licensed, not sold. The Company retains all Intellectual Property Rights in the digital products.
- b) Upon full payment, the Client receives a non-exclusive, non-transferable licence to use the digital product for its intended purpose.
- c) Unless explicitly stated otherwise in writing, the licence is:
 - For a single user or organisation
 - Not for resale, redistribution, or sublicensing
 - Not for use in creating derivative works for distribution
- d) Multiple-user or enterprise licences may be available and must be negotiated separately.

16.4. Restrictions:

- a) The Client shall not:
- Copy, reproduce, or duplicate the digital products except for backup purposes
- Modify, adapt, or translate the digital products except as permitted by the licence
- Reverse engineer, decompile, or disassemble any software components
- Remove any copyright or proprietary notices
- Transfer, rent, lease, lend, sell, or otherwise dispose of the digital products
- Use the digital products to develop competing products or services
- b) Any unauthorised use, reproduction, or distribution may result in termination of the licence and legal action.
- 16.5. Updates and Support:
- a) Digital products are provided on an "as is" basis unless otherwise specified.
- b) The Company may provide updates to digital products at its discretion.
- c) Any support for digital products will be as specified at the time of purchase.
- d) Extended support packages may be available for additional fees.

17. Client System Access

- 17.1. Where the Services require access to the Client's systems, networks, data, or applications:
- a) The Client shall provide the Company with secure access credentials and necessary permissions to perform the Services.
- b) The Company shall:
 - Use access credentials and permissions solely for the purpose of providing the Services
 - Follow all reasonable security protocols specified by the Client
 - Maintain the confidentiality of all access credentials
 - Access systems only through secure methods agreed with the Client
 - Notify the Client promptly of any suspected security incidents related to system access
- c) The Client shall:
 - Provide the minimum level of access necessary for the Company to perform the Services
 - Maintain appropriate security measures, including firewalls, anti-virus protection, and regular security updates
 - Implement appropriate user access controls
 - Ensure that providing such access complies with the Client's security policies and applicable regulations
 - Promptly revoke access when it is no longer required

17.2. Remote Access:

- a) Where the Company accesses Client systems remotely:
 - The Company will use industry-standard secure connection methods
 - The Client shall provide VPN or other secure remote access technology as agreed
 - The Company will not download or retain Client data except as necessary to provide the Services
 - Sessions will be terminated when not in active use
- b) The Company recommends that the Client:
 - Monitors and logs all remote access sessions
 - Implements multi-factor authentication where possible
 - Uses time-limited access credentials
- 17.3. The Company shall not be liable for:
- a) Security incidents resulting from the Client's failure to maintain appropriate security measures

- b) Data loss or system disruption caused by:
 - Pre-existing vulnerabilities in the Client's systems
 - Actions taken by the Client or third parties during the provision of Services
 - Force majeure events affecting the Client's systems
- c) Delays in providing the Services resulting from inadequate access rights or system availability
- 17.4. The Client acknowledges that:
- a) The Company may need to conduct diagnostic tests or make configuration changes that temporarily affect system performance
- b) Some Services may require scheduled system downtime, which will be agreed in advance where possible
- c) Emergency access may be required in certain circumstances to resolve critical issues
- 17.5. Upon termination of Services or upon request:
- a) The Client shall revoke all access rights granted to the Company
- b) The Company shall cease using any access credentials and return or destroy any access-related documentation
- c) The Company shall provide the Client with documentation of any permanent changes made to systems

18. Referral and Affiliate Programmes

- 18.1. Referral Scheme:
- a) The Company operates a referral scheme whereby partners can refer clients to the Company and earn commissions or provide discounts to their clients.
- b) Upon joining the referral scheme, the Company will issue a unique "Partner Code" to the partner.
- c) Partner Codes must be provided to the Company at the time of quoting for work.
- d) Partner Codes are applied to referred customers throughout the lifetime of services provided to that customer.
- e) Partners will be notified of quotes issued to their referred clients.
- f) Commission Structure:
 - Commission rates range from 5% to 20% of paid quotes
 - Ongoing subscriptions earn commission
 - Commission rates are as specified in the Partner Agreement

- Commission is only payable on fully paid invoices
- g) Partner Responsibilities:
 - Partners must not misrepresent the Company or its services
 - Partners must disclose their referral relationship when recommending the Company
- Partners must not make claims or guarantees beyond those officially provided by the Company
- Partners must comply with all applicable laws and regulations, including data protection and marketing laws
- h) The Company reserves the right to:
 - Modify commission rates with 30 days' notice
 - Terminate Partner participation in the referral scheme if the Partner violates these terms
 - Verify the source of referrals before paying commission
- 18.2. Affiliate Programme for Digital Products:
- a) The Company may operate an affiliate programme specifically for digital products.
- b) Affiliates will receive unique tracking codes or links to promote the Company's digital products.
- c) Commission Structure:
 - Commission rates for digital products will be as specified in the Affiliate Agreement
 - Commission is only payable on completed sales that are not subsequently refunded
 - Minimum payment thresholds may apply
- d) Affiliate Responsibilities:
 - Affiliates must clearly disclose their affiliate relationship in promotions
 - Affiliates must not engage in spam, misleading advertising, or prohibited marketing practices
- Affiliates must not bid on the Company's trademarks in search engines
- Affiliates must comply with all applicable laws and regulations
- e) Tracking and Payment:
 - Affiliate sales are tracked through the Company's systems
 - Commission payments will be made according to the schedule specified in the Affiliate Agreement
 - The Company will provide reporting on affiliate sales as specified in the Affiliate Agreement
- f) The Company reserves the right to:
 - Modify the affiliate programme terms with reasonable notice

- Terminate affiliate participation for violation of these terms
- Approve or reject affiliate applications at its sole discretion
- 18.3. General Terms for Referral and Affiliate Programmes:
- a) Participation in either programme is by invitation or application only and is at the Company's discretion.
- b) The Company makes no guarantee of income from participation in these programmes.
- c) Taxes on commissions are the responsibility of the Partner or Affiliate.
- d) Detailed terms for each programme are contained in the respective Partner or Affiliate Agreements.
- e) In the event of any dispute regarding referrals, tracking, or commissions, the Company's decision shall be final.
- f) Participation in these programmes does not create an employment, agency, or joint venture relationship with the Company.

19. Artificial Intelligence and Generated Content

- 19.1. Use of AI in Service Delivery:
- a) The Company may use artificial intelligence (AI) tools and technologies in the delivery of its Services, including but not limited to:
 - Data analysis and processing
 - Content generation
 - Code generation and optimisation
 - Report creation
 - Process automation
- b) The Client acknowledges that:
 - Al technologies are evolving and have inherent limitations
 - Al-generated content may require human review and modification
 - The Company exercises professional judgement in determining when and how to utilise AI tools
- c) The Company will:
 - Maintain oversight of AI usage in client deliverables
 - Apply appropriate quality control measures to AI-generated content
 - Use AI tools in accordance with their intended purpose and applicable licences
- 19.2. Disclosure of Al Usage:

- a) Upon request, the Company will disclose to the Client:
 - Whether specific deliverables contain Al-generated content
 - The general nature of AI tools used in service delivery
 - Any third-party AI services incorporated into deliverables
- b) The Company is not required to disclose:
 - Specific AI prompts or methodologies used (which may constitute trade secrets)
 - Internal AI tools developed by the Company
 - Al usage in preliminary work that does not form part of final deliverables
- 19.3. Intellectual Property Considerations:
- a) The Company warrants that its use of Al tools in delivering Services:
 - Complies with the licensing terms of those tools
 - Does not knowingly infringe third-party intellectual property rights
- b) The Client acknowledges that:
 - Copyright and intellectual property laws regarding AI-generated content are evolving
 - Third parties may make future claims regarding Al-generated content
 - The Company cannot guarantee that Al outputs are entirely original or free from influence of copyrighted materials
- c) In the event of intellectual property claims related to Al-generated content:
 - The Company will cooperate with the Client to address such claims
 - The Company's liability shall be limited as per section 12 (Limitation of Liability)
 - Where feasible, the Company will assist in modifying affected deliverables
- 19.4. Client-Provided AI Content:
- a) Where the Client provides content generated by AI tools (e.g., ChatGPT, Claude, DALL-E):
 - The Client is responsible for ensuring appropriate licensing and usage rights
 - The Client shall disclose to the Company that such content is Al-generated
 - The Company is not liable for intellectual property issues arising from Client-provided AI content
- b) The Company reserves the right to:
 - Refuse to incorporate Client-provided AI content if it presents legal or quality concerns
 - Require modifications to Client-provided AI content

Charge additional fees for reviewing and modifying Client-provided AI content

19.5. Al Tools in Delivered Solutions:

- a) Where the Services include implementing AI functionalities for the Client:
 - The Client is responsible for obtaining appropriate licences for ongoing use
 - The Client shall comply with all applicable terms of service for such AI tools
 - The Company will provide guidance on proper usage and limitations
- b) The Client acknowledges that:
 - Al technologies may change over time, potentially affecting functionality
 - Ongoing maintenance may be required to ensure continued compatibility
 - The Company does not guarantee specific performance metrics for third-party AI tools

19.6. Limitations and Exclusions:

- a) The Company does not warrant that Al-generated content will be:
 - Free from errors or inaccuracies
 - Stylistically consistent with human-generated content
 - Suitable for regulated industries without human review
 - Optimised for all purposes without customisation
- b) The Client accepts responsibility for:
 - Final approval of all deliverables, regardless of AI involvement
 - Compliance with industry-specific regulations regarding AI usage
 - Obtaining legal advice regarding AI content in highly regulated sectors

20. Contact Details

SP Data Consultancy Ltd

Website: <u>www.spdata.co.uk</u> Email: <u>info@spdata.co.uk</u>

Phone: 01473 974017

Address: 80 Compair Crescent, Ipswich, Suffolk, United Kingdom, IP2 0EH

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