OmniABI Limited
Master Services Agreement (Terms of Business)
Version 1.18   Effective October 2025

This Agreement sets out the terms and conditions under which OmniABI Limited provides subscription-based business-intelligence, analytics, and AI services to its Clients.

Section 1   Definitions and Interpretation

1.1 Agreement. This Master Services Agreement, including all schedules, annexes, incorporated documents (including the Data Processing Agreement), and all Order Forms executed by the Parties.

1.2 Affiliate. Any entity controlling, controlled by, or under common control with a Party.

1.3 Business Day. A day other than Saturday, Sunday, or a public holiday in England.

1.4 Client. The entity identified in the applicable Order Form, together with its permitted successors and assigns.

1.5 Client Data. All data, information, or materials provided by or on behalf of the Client or processed in connection with the Services.

1.6 Confidential Information. Any non-public information disclosed by one Party to the other, whether oral, written, or electronic, that is identified as confidential or would reasonably be understood as such.

1.7 Data Protection Laws. The UK GDPR, Data Protection Act 2018, and any equivalent data-protection laws applicable in the jurisdiction where Personal Data is processed (including the UAE Federal Decree-Law No. 45 of 2021 and the DIFC Data Protection Law 2020).

1.8 Documentation. All user manuals, guides, and technical specifications provided by OmniABI.

1.9 Effective Date. The date stated in the Order Form as the commencement date.

1.10 Fees. All charges payable by the Client to OmniABI as set out in the Order Form and any applicable Price List.

1.11 Force Majeure Event. An event beyond a Party s reasonable control.

1.12 Initial Term. The subscription period set out in the Order Form.

1.13 Order Form. A written order executed by both Parties describing the Services and Fees.

1.14 Party. OmniABI or the Client; Parties. both of them.

1.15 Personal Data. Has the meaning given under the Data Protection Laws.

1.16 Renewal Term. Each successive twelve-month renewal period.

1.17 Services. The subscription-based business-intelligence, analytics, and AI services provided under this Agreement.

1.18 Subscription Start Date. The start date of the Client s subscription.

1.19 Usage Metrics. Quantitative measures of use (e.g., users, minutes, gigabytes).

1.20 VAT. Value-added tax under UK law.

1.21 Interpretation. References to including mean including without limitation. Words in the singular include the plural and vice versa.

1.22 Currency. Unless otherwise stated, all monetary amounts are in pounds sterling (GBP).

Section 2   Scope of Services

2.1 OmniABI shall provide the Services as described in the Order Form.

2.2 The Services include access to OmniABI s proprietary software, dashboards, and support.

2.3 OmniABI may update or modify the Services to improve functionality or maintain compliance; however, it shall not materially reduce core functionality without prior written notice.

2.4 OmniABI is not responsible for third-party integrations or APIs outside its control.

2.5 Professional services, onboarding, and consultancy are separately chargeable unless stated otherwise.

Section 3   Term

3.1 This Agreement commences on the Effective Date and continues for the Initial Term.

3.2 It renews automatically for successive twelve-month Renewal Terms unless either Party gives ninety (90) days written notice prior to renewal.

3.3 Termination does not affect accrued rights or obligations.

Section 4   Fees and Payment

4.1 The Client shall pay all Fees as stated in the Order Form and any additional fees under this Agreement.

4.2 Fees are invoiced monthly in advance and payable within seven (7) days of invoice.

4.3 Direct Debit is preferred; other payment methods may incur a three percent (3 %) surcharge.

4.4 Fees exclude VAT and other taxes, which shall be payable by the Client.

4.5 Amounts must be paid in full without set-off or withholding.

4.6 If usage exceeds plan limits, OmniABI may charge overage fees or upgrade the Client s tier.

4.7 All Fees are non-cancellable and non-refundable.

4.8 Fees may be adjusted annually in line with UK CPI.

4.9 Data exports, professional services, or other ad-hoc charges apply per the Price List.

4.10 Refund Timing. Refunds or credits, where due, shall be processed within thirty (30) days of written agreement between the Parties.

4.11 Failed Collections Fee. If a Direct Debit or card payment fails, OmniABI may charge an administrative fee of £25 per failed transaction to cover processing costs. Repeated failures may result in suspension of Services until payment is received.

Section 5   Billing Disputes

5.1 The Client must raise any invoice dispute in writing within thirty (30) days of receipt.

5.2 Undisputed amounts remain payable by the due date.

5.3 Both Parties shall work in good faith to resolve disputes promptly.

5.4 OmniABI shall issue any required refund or credit within fourteen (14) days of resolution.

Section 6   Late Payment

6.1 Late payments accrue interest at four percent (4 %) above the Bank of England base rate, calculated daily.

6.2 OmniABI may suspend Services if payment remains overdue seven (7) days after notice.

6.3 The Client shall reimburse all reasonable collection costs.

6.4 These remedies are without prejudice to any other rights or remedies.

Section 7   Service Levels and Maintenance

7.1 OmniABI shall maintain 99.5 percent uptime per calendar month, excluding permitted downtime.

7.2 Permitted Downtime includes scheduled maintenance (48 hours notice), emergency maintenance, Client-side or third-party outages, and Force Majeure Events.

7.3 OmniABI shall give notice of emergency maintenance where practicable.

7.4 Service updates will not materially reduce core functionality.

7.5 Working Hours. OmniABI s standard business hours are 10:00 to 16:00 UK time, Monday to Friday, excluding public holidays.

7.6 Support Response Times. OmniABI shall acknowledge support tickets within four (4) business hours and respond within one (1) business day.

7.7 Service Credits. If a written SLA is agreed, OmniABI may grant Service Credits for verified breaches of uptime or response commitments.

7.8 Service Credit Cap. Service Credits in any twelve-month period shall not exceed ten percent (10 %) of annual Fees.

7.9 Change Management. Any material change to the Services, including additional data sources, integrations, or scope adjustments, must be agreed in writing through a Change Request or revised Order Form. Each Change Request shall specify the nature, cost, and timeline of the change and shall be deemed incorporated upon written approval by both Parties.

Section 8   Warranties and Disclaimers

8.1 OmniABI warrants that the Services will be delivered with reasonable skill and care.

8.2 OmniABI warrants compliance with all applicable laws.

8.3 No guarantee of uninterrupted or error-free operation is given.

8.4 AI outputs are probabilistic; OmniABI makes no warranty as to accuracy or fitness for purpose.

8.5 All other warranties, express or implied, are excluded to the maximum extent permitted by law.

Section 9   Data Retention and Storage

9.1 Default retention is twelve (12) months on a rolling basis.

9.2 Unless the Client opts out, older data is retained and billed at extended retention rates.

9.3 If opted out, the oldest data is deleted first to make space for new data.

9.4 Data exports are available on request, subject to egress fees.

9.5 The Client remains responsible for its own backups.

9.6 Data Portability. Upon written request within thirty (30) days of termination, OmniABI shall provide a machine-readable export of Client Data. After this period, data may be deleted per the retention policy.

Section 10   Data Processing

10.1 Both Parties shall comply with all applicable Data Protection Laws.

10.2 The Client is the data controller; OmniABI is the processor.

10.3 OmniABI shall process Personal Data only on lawful instructions.

10.4 The Client warrants that all necessary consents and notices are in place.

10.5 OmniABI shall maintain appropriate technical and organisational security measures.

10.6 Sub-Processors. OmniABI may engage sub-processors to assist in the provision of the Services, provided they are bound by written agreements with obligations no less protective than those in this Agreement. A current list of sub-processors is maintained in Annex A and may be updated from time to time. The Client may subscribe to notifications of any material changes.

10.7 No international transfers occur without adequate safeguards.

10.8 The Data Processing Agreement forms part of this Agreement.

10.9 Security Incidents. OmniABI shall notify the Client without undue delay after becoming aware of a Personal Data breach and assist with notifications or mitigation steps.

Section 11   Client Obligations

11.1 The Client shall co-operate and provide accurate, lawful data.

11.2 The Client must maintain security of its credentials.

11.3 The Client shall not resell or sublicense Services, attempt unauthorised access, introduce malware, interfere with Service integrity, use the Services unlawfully, or infringe third-party rights.

11.4 The Client is responsible for obtaining necessary third-party consents.

11.5 The Client shall indemnify OmniABI for any loss arising from misuse or breach.

11.6 Compliance with Law. Each Party shall comply with all applicable laws and regulations, including anti-bribery, anti-corruption, export control, and sanctions laws.

11.7 Anti-Money Laundering. Each Party shall comply with all AML and KYC laws, including the UK Money Laundering Regulations 2017 and UAE Decree-Law No. 20 of 2018. OmniABI may suspend or terminate Services upon reasonable suspicion of a breach.

11.8 Export Controls and Sanctions. Each Party warrants it is not on any government sanctions or restricted party list and shall not use, export, or re-export the Services in violation of applicable export laws or sanctions.

Section 12   Suspension of Services

12.1 OmniABI may suspend Services for non-payment, breach, security risks, or legal compliance.

12.2 Notice shall be given where practicable.

12.3 Payment obligations continue during any suspension.

12.4 Services will be restored promptly upon remedy.

Section 13   Limitation of Liability

13.1 Each Party s total aggregate liability is capped at the Fees paid in the preceding twelve (12) months.

13.2 Neither Party shall be liable for any indirect, special, incidental, punitive, or consequential losses, including loss of profit, revenue, data, or goodwill.

13.3 Nothing in this Agreement limits liability for death, personal injury, fraud, or wilful misconduct.

13.4 The Parties acknowledge that the Fees reflect a fair allocation of risk and that these limitations are reasonable in light of the Services provided.

Section 14   Indemnities

14.1 The Client shall indemnify and hold harmless OmniABI, its officers, employees, and agents from all claims, losses, or expenses arising out of the Client s breach of this Agreement, misuse of the Services, or infringement of third-party rights by Client Data.

14.2 OmniABI shall indemnify the Client against any third-party claim that the authorised use of the Services infringes a registered intellectual-property right, provided the Client promptly notifies OmniABI and permits it to control the defence and settlement.

14.3 OmniABI shall not be liable for claims arising from Client Data, Client modifications, or unauthorised use combinations.

14.4 If a claim arises, OmniABI may procure continuation rights, modify the Services to avoid infringement, or terminate and refund unused Fees.

14.5 Each Party shall mitigate losses to the extent reasonable.

Section 15   Confidentiality and Publicity

15.1 Each Party shall keep the other s Confidential Information secure and use it only to fulfil obligations hereunder.

15.2 Confidential Information excludes information that is public, known prior to disclosure, independently developed, or lawfully received from a third party.

15.3 Disclosure required by law is permitted with advance notice where lawful.

15.4 Upon termination, each Party shall return or destroy Confidential Information.

15.5 OmniABI may use the Client s name and logo in marketing materials unless the Client objects in writing.

15.6 Integrated NDA. This section constitutes a mutual non-disclosure agreement; no separate NDA is required.

Section 16 Intellectual Property Rights

16.1 All intellectual-property rights in the Services remain the property of OmniABI or its licensors.

16.2 The Client retains ownership of Client Data.

16.3 The Client grants OmniABI a licence to process Client Data solely to deliver the Services.

16.4 No ownership of OmniABI s IP is transferred by this Agreement.

16.5 OmniABI may use feedback or suggestions without obligation.

16.6 OmniABI may use aggregated or anonymised Client Data for benchmarking or improvement purposes.

Section 17 Liquidated Damages for Misuse

17.1 Unauthorised distribution or publication of the Services constitutes a material breach.

17.2 The Client shall pay liquidated damages equal to twelve (12) months of Fees.

17.3 Payment does not preclude OmniABI from seeking injunctive relief.

Section 18 Non-Cancellable and Non-Refundable

18.1 All Orders are binding for the Initial Term once accepted.

18.2 The Client may not cancel early except as permitted.

18.3 Fees are non-refundable except as required by law.

Section 19 Early Termination

19.1 If the Client terminates early (other than for OmniABI s material breach), it must immediately pay all remaining Fees for the Term as a debt due.

19.2 Such Fees are non-refundable.

19.3 No credit is due for unused periods.

Section 20 Termination

20.1 Either Party may terminate for material breach not remedied within thirty (30) days.

20.2 Either Party may terminate immediately upon insolvency of the other.

20.3 OmniABI may terminate immediately for non-payment or unlawful use.

20.4 Upon termination: all rights cease, all Fees become due, data exports may be requested (subject to fees), and Confidential Information must be destroyed.

20.5 Termination does not affect accrued rights.

20.6 Termination for Convenience. OmniABI may terminate for convenience with thirty (30) days notice.

20.7 Change of Control. OmniABI may terminate on thirty (30) days notice if the Client is acquired

by a competitor.

20.8 Survival of Clauses. The following provisions survive termination: 4 (Fees and Payment), 9 (Data Retention), 10 (Data Processing), 13 (Limitation of Liability), 15 (Confidentiality), 16 (IP), 17 (Liquidated Damages), 19 (Early Termination), 21 (Audit), 23 (Miscellaneous), and any clause that by its nature should reasonably survive.

Section 21   Audit Rights

21.1 OmniABI may audit use once per year with ten (10) days notice.

21.2 The Client shall co-operate and provide records.

21.3 If under-payment exceeds five percent (5 %), the Client shall pay the difference plus interest and audit costs.

21.4 Audit findings are Confidential Information.

Section 22   Force Majeure

22.1 Neither Party is liable for delay caused by a Force Majeure Event.

22.2 The affected Party shall notify and mitigate.

22.3 Obligations resume once the event ends.

22.4 Either Party may terminate if the event continues for more than sixty (60) days.

Section 23   Miscellaneous

23.1 Entire Agreement   supersedes all prior understandings.

23.2 Governing Law. England & Wales or DIFC law (as applicable).

23.3 OmniABI may amend this Agreement by written notice; continued use constitutes acceptance.

23.4 The Client may not assign without consent; OmniABI may assign with seven (7) days notice.

23.5 If any provision is invalid, the rest remains effective.

23.6 Failure to enforce is not a waiver.

23.7 Notices. Notices may be sent by hand, courier, email, or via a secure OmniABI portal and are deemed received on transmission.

23.8 Non-Solicitation. Neither Party shall solicit the other s staff for twelve (12) months after termination.

23.9 Language. English only.

23.10 Sub-Contractors. OmniABI remains responsible for any sub-contractors.

23.11 Electronic Execution. Signatures may be electronic and counterpart.

23.12 Dispute Resolution. Escalate to senior management then mediation (CEDR) or DIFC-LCIA arbitration.

23.13 Third-Party Rights. No rights under the Contracts (Rights of Third Parties) Act 1999.

23.14 Hierarchy of Documents. Order Form   MSA   DPA   Annexes.

23.15 Jurisdictional Addenda. OmniABI may issue region-specific addenda (EU, GCC, US etc.) which supersede conflicting terms for that jurisdiction once executed.

Section 24   Restrictions of Use

24.1 The Client shall not: copy, modify, reverse-engineer, resell, train AI models on, or circumvent security of the Services.

24.2 OmniABI may monitor and suspend access for breach.

Section 25   Pre-Release, Betas, and Trials

25.1 Beta Services are provided as is without warranty and may be modified or withdrawn at any time.
25.2 Beta Services are excluded from uptime guarantees.
25.3 Feedback may be used freely by OmniABI.

Section 26   Service-Specific Terms
26.1 Certain modules or APIs may have additional terms which form part of this Agreement.
26.2 If conflict arises, the Service-Specific Terms prevail for that module.

Section 27   Insurance
27.1 OmniABI shall maintain professional indemnity, public liability, and cyber-liability insurance consistent with industry standards.
27.2 Proof of insurance shall be provided on written request (no more than once annually).
27.3 Nothing in this clause limits OmniABI s liability.

Annex A   Approved Sub-Processors
Version 1.18   Effective February 2026

This Annex identifies the third-party sub-processors engaged by OmniABI Limited for the purpose of providing the Services described in the Agreement. All sub-processors are bound by written agreements imposing data-protection and confidentiality obligations equivalent to those contained in the Master Services Agreement and the Data Processing Agreement.

Sub-Processor Summary
  1. Amazon Web Services (AWS UK/Ireland)   EEA / United Kingdom
     Purpose: Cloud hosting and primary infrastructure services
     Data: Infrastructure and application data including Client Data and system metadata

  2. Google Cloud Platform (GCP)   European Union
     Purpose: Backup and redundancy infrastructure
     Data: Infrastructure data and system backups

  3. OpenAI API   United States (SCCs in place)
     Purpose: AI model inference and natural-language processing to support analytics
     Data: Processed business data supplied by Client via the Services

3.1 All data transfers to non-UK or non-EEA countries are conducted in compliance with the UK International Data Transfer Addendum or EU Standard Contractual Clauses as applicable.
3.2 OmniABI Limited reviews its sub-processors annually to ensure continued compliance with data-protection and security standards.
3.3 Clients may request notification of any material change to this list. Where a new sub-processor is added, OmniABI Limited shall provide not less than fourteen (14) days notice before such sub-processor processes Client Data.
3.4 The Client may object on reasonable, documented grounds relating to data protection or information security within the notice period. If no objection is received, continued use of the Services constitutes acceptance.