



Strategy + Creative + Tech

So Technology Ltd – Digital Agent as a Service (DAaaS) SaaS Agreement

Version 1.0 | October 2025

Governing Law: England & Wales

1. Acceptance of Agreement

By creating an account, subscribing, or otherwise accessing or using the So Technology Digital Agent as a Service (DAaaS) platform, you (“the Customer”) agree to be bound by this SaaS Agreement, together with the following documents, which form part of the overall agreement between the Customer and So Technology Ltd (“So Technology”):

- Digital Agent – Terms & Conditions: <https://sotechnology.ai/terms>
- Fair Use Policy (FUP): <https://sotechnology.ai/fair-use>

Continued use of the Service constitutes ongoing acceptance of the latest versions of these documents.

2. Agreement Structure

This Agreement incorporates and is subject to the Digital Agent Terms & Conditions and the Fair Use Policy. In the event of any conflict between documents, this SaaS Agreement shall prevail over the Terms & Conditions and Fair Use Policy, except where data protection or statutory rights apply.

3. Access & Licence

So Technology grants the Customer a non-exclusive, non-transferable, limited-term right to use the DAaaS Platform for its internal business purposes within the subscribed plan tier.

4. Service Levels & Availability

So Technology shall use reasonable endeavours to maintain 99.5% monthly uptime, excluding:

- Planned maintenance (minimum 24 hours’ notice);
- Emergency maintenance;
- Downtime beyond So Technology’s reasonable control (e.g. Internet, hosting provider, or third-party APIs).

5. Support

Email support is available at support@sotechnology.co.uk during business hours (Monday to Friday, 9:00 a.m. – 5:00 p.m. UK time, excluding public holidays). Critical incidents will be acknowledged within 4 business hours, with progress updates provided every 24 hours until resolution.

6. Fees & Payment

Fees are payable as per the current price list or quotation. Invoices are due within 30 days of issue. Late payments may incur interest at 4% per annum above the Bank of England base rate.

7. Data Ownership & Protection

The Customer retains ownership of all data supplied or generated through its Digital Agent. So Technology processes data only as required to provide the Service and in compliance with applicable data protection legislation, including the UK Data Protection Act 2018 and the UK GDPR. A separate Data Processing Addendum (DPA) can be provided upon request.

8. Intellectual Property

All platform software, models, algorithms, and related intellectual property remain the property of So Technology. The Customer retains ownership of its own content, prompts, and uploaded materials.

9. Fair Use & Security

Customer use must comply with the Fair Use Policy. So Technology may suspend, throttle, or restrict usage that threatens service integrity, after reasonable notice where feasible.

10. Confidentiality

Both parties agree to maintain confidentiality of proprietary information and not disclose it except as required by law.

11. Warranties

So Technology warrants that it will deliver the Services with reasonable skill and care. All other warranties, whether express or implied, are excluded to the fullest extent permitted by law.

12. Limitation of Liability

So Technology's total aggregate liability under this Agreement shall not exceed the total fees paid by the Customer in the 12 months preceding the claim. Neither party shall be liable for any indirect, consequential, or special losses.

13. Term & Termination

This Agreement continues for the Subscription Term unless terminated earlier. Either party may terminate with 30 days' written notice after the initial term, or immediately if the other

party materially breaches and fails to remedy within 14 days of notice. Upon termination, So Technology will provide 30 days' access for data export before permanent deletion.

14. Publicity

With the Customer's prior consent, So Technology may reference the engagement for marketing purposes, including limited use of the Customer's name or logo.

15. Governing Law & Jurisdiction

This Agreement is governed by and construed in accordance with the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction over any disputes arising under or in connection with this Agreement.