



SCOUTAI

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Data Services Agreement (Scout Ai)

This Data Services Agreement (the “Agreement”) is entered into by and between Black Box Smart Data LLP, a limited liability partnership incorporated in England and Wales with company number OC349857, whose registered office is at The Corner House, 2 High Street, Aylesford, Kent, England, ME20 7BG (“Black Box”), and the Client, being the natural or legal person whose authorised representative creates and activates an account for the Scout Ai cloud service using an email address (the “Client/User Email”), and any users authorised by the Client under such account (collectively, the “Client”) .

1. Acceptance and Formation of Contract

This Agreement becomes binding when the Client’s authorised representative creates an account and activates access to the Service using the Client/User Email, or when any Client user first logs into the Service under that account, thereby confirming acceptance of this Agreement and any incorporated policies or terms referenced herein .

By logging into or using the Service, the Client acknowledges that access/use constitutes acceptance of online terms and conditions customary for cloud services, and the Client undertakes to ensure that all its users comply with this Agreement .

2. Definitions

“Applicable Laws” means all applicable laws, regulations, regulatory guidance and industry codes, including the UK GDPR and the Data Protection Act 2018 .

“Client Data” means all data, content and information input, uploaded, stored, transmitted or otherwise processed by or for the Client through the Service .

“Personal Data”, “Controller”, “Processor” and “Processing” have the meanings given in the UK GDPR .

“Ambersearch” means the AI supplier whose services are integrated into the Service to deliver AI functionality requested by the Client, and “Fasthosts” means the third-party hosting provider engaged to host Client Data for the Service .

“Sub-processor” means any third party engaged by Black Box to process Personal Data on behalf of the Client .

“Provider” means the suppliers of the services listed, and “Client/User” means the users of the services provided by the suppliers .

3. Scope of Services

The Service comprises cloud-based functionality enabling document and data handling, including AI-assisted features, accessible by the Client via account credentials tied to the Client/User Email .

Black Box may update or modify non-material aspects of the Service from time to time to enhance performance, security or usability, provided such changes do not materially diminish the overall functionality .

SaaS and functions: Scout Ai is provided as Software-as-a-Service enabling authorised users to access AI functions that can be extended to internal company data as configured .

Data sources and access rights: Where internal systems are connected, emails, documents, intranet content, chat histories and other data can be searched centrally; permissions defined by the User's environment are respected .

Ways of use and access route: Users may access Scout Ai along with the Ambersearch-provided AI services via a Nextcloud hosted service with Fasthosts Internet Ltd to work with their files stored in that environment .

Operating model: The standard operating model is a multi-tenant cloud service operated by or on behalf of the Provider .

4. Fair Usage Policy

Fair usage applies to the data storage service provided by Black Box and prohibits Clients and Users from synchronising large quantities of data to or from the service without prior written arrangement with Black Box.

Where a client requires synchronisation of large quantities of data, the Client must contact Black Box in advance to arrange this service; such arrangements may attract additional fees depending on the specific requirements.

Black Box reserves the right to restrict, pause, or schedule high-volume synchronisations to protect service stability and performance for all Clients, pending appropriate arrangements as above.

Image File Storage Limitation: The data storage service is intended primarily for documents and ordinary business files; accordingly, clients and Users shall not use the service for storing or synchronising substantial quantities of image-type files (including, without limitation, high-resolution photographs, media libraries, or bulk image archives). Image-type files must constitute only a small proportion of the client's overall storage and be occasional in nature, and not the norm. Where a client intends to store or synchronise image libraries or other large volumes of image-type files, the client must obtain prior written arrangement with Black Box, which may include scheduling, technical limitations and/or additional fees. Black Box reserves the right to restrict, pause, or schedule high-volume image file storage or synchronisations to protect service stability and performance for all clients.

5. Service Levels

Black Box will endeavour to maintain a service that is available at all times to the Client, subject to the services being made available to Black Box by both Ambersearch and Fasthosts Internet Ltd.

In the event the services are not available to the Client, Black Box will work with its supply partners, including Ambersearch and Fasthosts Internet Ltd, to reinstate the services in a timely fashion.

For clarity, availability commitments are contingent upon the upstream availability and operational controls of Ambersearch (regarding AI functionality) and Fasthosts Internet Ltd (regarding hosting/infrastructure), which are outside Black Box's direct control.

6. Roles, Agency and Data Processing

Where Black Box or its suppliers process Personal Data on behalf of the Client, the parties shall enter into and comply with a Data Processing Agreement compliant with Article 28 UK GDPR, identifying Ambersearch and Fasthosts (as applicable) as Sub-processors and documenting the processing particulars .

The Client is the Controller of Client Data and is responsible for the lawfulness, accuracy and quality of Client Data and the Client's Processing instructions .

Access route and agency: The Provider facilitates access to Scout Ai via a Nextcloud hosted service with Fasthosts Internet Ltd, through which Users can access AI functionality provided by Ambersearch, and where permitted, Black Box acts merely as an agent providing access to services offered by Fasthosts Internet Ltd and AmberSearch; Users acknowledge that such services are subject to the respective providers' terms and operational controls .

7. Client Responsibilities

The Client shall ensure that its account creation and user provisioning tied to the Client/User Email is accurate, authorised, and secure, and shall implement and maintain appropriate organisational and technical measures for access control, authentication, authorisation, user training, and governance .

The Client shall provide all legally required notices, establish lawful bases, and honour data subject rights in accordance with Applicable Laws, configure the Service responsibly, verify outputs before reliance for critical decisions, and promptly notify Black Box of any unauthorised access to the Client/User Email account or Service credentials .

7A. Client/User Uploads; Prohibited Material and Reporting

The Client/User is solely responsible for ensuring that any material, data, or content uploaded, input, transmitted, stored or otherwise made available via the Service is lawful, appropriate, and that the Client/User has all necessary rights, permissions and authorisations to do so, including compliance with data protection, intellectual property, and other Applicable Laws .

The Client/User warrants that it will not upload or make available via the Service any material that: (a) violates any law or regulation; (b) infringes any third-party intellectual property rights; (c) is defamatory, abusive, obscene, hateful or otherwise objectionable; or (d) advocates or facilitates illegal activity .

Black Box may remove, disable access to, suspend processing of, and/or preserve any material suspected to be unlawful or in breach of this Agreement, and may suspend or terminate access to the Service where reasonably necessary to prevent or mitigate harm or non-compliance .

Where Black Box discovers or has reasonable grounds to believe that material uploaded to the Service is illegal content, Black Box will report the matter to the relevant authorities where legally required (including mandatory reporting of Child Sexual Exploitation and Abuse material to the UK National Crime Agency under section 66 of the Online Safety Act 2023), and may otherwise report suspected unlawful content to competent authorities as reasonably necessary .

8. Data Integrity and Allocation of Responsibility

The parties acknowledge that the integrity, security and confidentiality of Client Data within the Service are influenced by the combined roles of the Client, Ambersearch and Fasthosts, each within their respective domains of control and operation .

Accordingly, Ambersearch, Fasthosts, and the Client are collectively responsible for data integrity within their respective domains, and the Client shall ensure that any instructions given to Black Box, Ambersearch, and Fasthosts are lawful and appropriate .

9. Security, Data Protection, Data Handling, AI Training and Sub-processing

Black Box will implement appropriate contractual arrangements with Ambersearch and Fasthosts when they act as Sub-processors, requiring them to implement suitable technical and organisational measures consistent with Applicable Laws .

The Client acknowledges that technical controls operated by Ambersearch and infrastructure controls operated by Fasthosts are under those providers' responsibility, and not under Black Box's direct control .

The Provider will implement appropriate contractual and technical arrangements with AmberSearch and Fasthosts Internet Ltd to ensure personal data is processed in compliance with UK GDPR and applicable data protection laws .

Data segregation and non-sharing: It is a core principle that no User data is shared outside the User's secure, allocated data storage area, whether accessed directly or via Nextcloud hosted with Fasthosts Internet Ltd .

No machine learning on client data: Client data processed through Scout Ai is not used to train general-purpose machine learning models and is only processed to provide the contracted features .

Sub-processors and transparency: The Provider will ensure any sub-processors engaged by AmberSearch or Fasthosts Internet Ltd for the provision of services are subject to equivalent data protection and security requirements and will notify Users of any material changes to sub-processing where legally required .

10. Liability and Exclusions

To the fullest extent permitted by law, Black Box shall not be held accountable or liable for any data breaches, data leaks, or unauthorised sharing of confidential data where such incidents arise from or are attributable to the actions, omissions, configurations or instructions of the Client or its users, failures, incidents, or vulnerabilities within the services of Ambersearch, or failures, incidents, or vulnerabilities within the hosting services of Fasthosts .

Black Box does not warrant the uninterrupted or error-free operation of the Service where incidents are caused by third-party providers or the Client's environment .

Nothing in this Agreement excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited .

11 Confidentiality and Communications

Both parties shall treat all confidential information as strictly confidential; obligations continue beyond the end of the contract, and confidential documents must be returned within fourteen (14) days or destroyed in accordance with data protection regulations upon request .

By using the software, the User agrees that the Provider may send product information, news, and relevant updates by email or other channels; the User may revoke this consent at any time, and changes to these terms will be communicated with prior notice and subject to the acceptance/objection mechanism described therein .

12. Intellectual Property

Black Box and/or its licensors retain all intellectual property rights in and to the Service and related materials, and the Client retains all rights, title and interest in Client Data .

The Client grants Black Box a non-exclusive, royalty-free licence to process Client Data solely to provide and support the Service .

13. International Transfers

If Personal Data is transferred outside the UK/EEA by or through Sub-processors, the parties will implement appropriate safeguards, such as the UK International Data Transfer Agreement (IDTA) or the UK Addendum to the EU Standard Contractual Clauses, and conduct transfer risk assessments as required by Applicable Laws .

14. Term and Termination

The Agreement commences upon account activation using the Client/User Email and continues for one calendar month (unless agreed in writing otherwise), renewable monthly, and can be cancelled by either party by written notice effective at the end of the then-current month .

Either party may suspend or terminate processing where continued processing would contravene Applicable Laws or appropriate safeguards cannot be implemented .

15. Effects of Termination

Upon termination, the Client's access to the Service will cease, and Black Box will, at the Client's written request and subject to applicable fees, provide reasonable assistance with data export .

Black Box may delete or render inaccessible Client Data after a reasonable retention period unless prohibited by law or required for legitimate business or legal purposes .

16. Notices

Notices under this Agreement shall be in writing and delivered by email to the addresses specified by the parties from time to time, and by post to Black Box's registered office at The Corner House, 2 High Street, Aylesford, Kent, England, ME20 7BG .

Notices to the Client may be sent to the Client/User Email associated with the account or to any address notified by the Client .

17. Assignment and Subcontracting

The Client shall not assign this Agreement without Black Box's prior written consent (not to be unreasonably withheld) .

Black Box may subcontract elements of the Service to Sub-processors, subject to compliance with Applicable Laws and this Agreement .

18. Governing Law and Jurisdiction

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the courts of England and Wales .

19. Entire Agreement and Order of Precedence

This Agreement constitutes the entire agreement between the parties in relation to the Service and supersedes all prior discussions and understandings, with any Data Processing Agreement prevailing in respect of Personal Data processing, otherwise this Agreement prevailing .

20. Changes to the Agreement and Electronic Acceptance

Black Box may update this Agreement to reflect changes in Applicable Laws or the Service, with material changes notified to the Client using the Client/User Email and effective upon continued access or use after notice .

The Agreement may be executed in counterparts and accepted electronically, and the Client's login and use tied to the Client/User Email evidences acceptance and agreement to be bound .

21. Third-Party Providers and Company Details

AI functionality for Scout Ai is provided by AmberSearch; the Provider will ensure appropriate contractual arrangements with AmberSearch to meet data protection, confidentiality, and security obligations under UK GDPR.

Fasthosts Internet Ltd is the data storage and hosting provider for Nextcloud access, with registered office: 2 Cathedral Walk, The Forum, Gloucester, GL1 1AU, and Amber Tech GmbH (Ambersearch) address: Jülicher Str. 72 a, 52070 Aachen, Germany, as separately identified in the Agreement .

Company Information (Confirmation)

Black Box Smart Data LLP company number OC349857 and its registered office at The Corner House, 2 High Street, Aylesford, Kent, England, ME20 7BG are confirmed as per the Agreement .

Fasthosts Internet Ltd registered office: 2 Cathedral Walk, The Forum, Gloucester, GL1 1AU;

Amber Tech GmbH (Ambersearch) address: Jülicher Str. 72 a, 52070 Aachen, Germany .