

Enterprise Terms.

VERSION 1.1, LAST UPDATED: 14 OCTOBER 2026

These Enterprise Terms (the "**Agreement**") are between **EchoNova AI L.L.C-FZ**, licensed by Meydan Free Zone, Dubai (trade licence no. 2650442.01), Meydan Grandstand, 6th floor, Meydan Road, Nad Al Sheba, Dubai, UAE ("**EchoNova**"), and the business that activates an enterprise plan, including Sada (the "**Customer**").

The Customer accepts this Agreement online when it activates an enterprise plan in its account. No separate signature is needed. The acceptance date, version and account are recorded by EchoNova. Self-serve plans are governed by the Platform Terms instead.

1. Structure

1.1 This Agreement sets the general terms. The **Order** is the plan, channels, volumes, fees and term shown in the Customer's account when it activates or changes its enterprise plan; the services in it are the "**Services**".

1.2 These documents form part of this Agreement: the **Data Processing Agreement** (DPA), the **Acceptable Use Policy** (AUP), and **Schedule 1 (Service Levels)**.

1.3 If documents conflict, this order applies: the DPA (on data protection only), then the Order (only where it expressly overrides this Agreement), then this Agreement, then the AUP.

2. The Services

2.1 EchoNova will provide the Services described in the Order with reasonable skill and care, and in line with Schedule 1.

2.2 The Customer may let its staff and contractors use the Services for its own business, and is responsible for their acts.

2.3 EchoNova may improve the Services over time, but will not materially reduce the functionality of a subscribed Service during a paid term.

3. AI-specific terms

3.1 **Nature of AI output.** The Services use machine learning. Transcripts, responses, summaries and actions may sometimes be inaccurate. EchoNova does not guarantee that any particular output is accurate.

3.2 **Human oversight.** The Customer decides which tasks the AI may complete on its own (for example bookings, order changes, refunds or payments) and sets the limits in its configuration. The Customer keeps a human route for its customers, and is responsible for decisions with significant effects on individuals (AUP section 2.6).

3.3 Automated actions. When the AI takes an action within the limits the Customer configured, the action is taken on the Customer's behalf. If an action results from a defect in the Services, rather than from the Customer's configuration, data or instructions, EchoNova will investigate and correct the defect, and the liability terms in section 10 apply.

3.4 Disclosure and recording. The Customer will follow AUP section 1: tell people they are speaking to AI, and obtain any required recording consent.

4. Customer data

4.1 Ownership. As between the parties, the Customer owns all data it or its users submit, and all conversation data and outputs generated for it ("**Customer Data**").

4.2 Licence to EchoNova. The Customer grants EchoNova a limited licence to use Customer Data **only to provide, secure and support the Services**, and as the DPA allows.

4.3 Model training. The Customer authorises EchoNova to use Customer Data, de-identified where possible, to train and improve EchoNova's models (DPA section 4). The Customer can turn this off at any time in its account settings or in the Order. Turning it off applies from then on, not to data already used.

4.4 Usage data. EchoNova may use aggregated, de-identified technical data about how the Services perform (for example latency, error rates and usage volumes) to operate and improve them, provided it cannot identify the Customer or any individual from that data.

5. EchoNova's intellectual property

5.1 EchoNova and its licensors own the Services, models, software and documentation, and all improvements to them.

5.2 The Customer will not reverse-engineer the Services, extract or copy the models, or use the Services to build a competing product.

6. Fees and payment

6.1 The Customer will pay the fees in the Order. Unless the Order says otherwise, invoices are payable within **30 days**, in **USD**.

6.2 Fees exclude VAT and other taxes, which are added where applicable.

6.3 If an undisputed invoice is more than **15 days** overdue, EchoNova may suspend the Services after giving **7 days'** written notice.

6.4 Usage above the volumes in the Order is charged at the overage rates stated there.

7. Confidentiality

7.1 Each party will keep the other's confidential information confidential, use it only for this Agreement, and share it only with staff and advisers who need it and are bound by similar duties.

7.2 These duties do not apply to information that is public through no fault of the receiving party, was already known to it, was independently developed, or must be disclosed by law. In the last case, the receiving party will give notice of the disclosure where the law allows.

7.3 These duties last for **5 years** after the Agreement ends, and for as long as trade secrets remain trade secrets.

8. Warranties

8.1 Each party warrants that it has authority to enter this Agreement.

8.2 EchoNova warrants that the Services will perform materially as described in the documentation. If they do not, the Customer's remedy is for EchoNova to fix the problem or, if it cannot within a reasonable time, for the Customer to terminate the affected Service and receive a refund of prepaid fees for the unused period.

8.3 The Customer warrants that it has the rights and consents needed for EchoNova to process Customer Data under this Agreement.

8.4 Except as stated in this Agreement, and to the extent the law allows, no other warranties apply.

9. Indemnities

9.1 EchoNova will defend the Customer against third-party claims that the Services, as provided by EchoNova, infringe that third party's intellectual property rights, and will pay any resulting damages and costs finally awarded. This does not apply to claims caused by Customer Data, by the Customer's configuration, or by combining the Services with things EchoNova did not provide.

9.2 The Customer will defend EchoNova against third-party claims arising from Customer Data, or from the Customer's breach of the AUP (including recording without consent, or unlawful messaging), and will pay any resulting damages and costs finally awarded.

9.3 The indemnified party must notify the claim promptly, let the other party control the defence, and cooperate reasonably.

10. Limitation of liability

10.1 Nothing in this Agreement limits liability for fraud, wilful misconduct or gross negligence, or any other liability that cannot be limited under applicable law.

10.2 Neither party is liable for loss of profit, revenue or goodwill, or for any indirect or consequential loss.

10.3 Each party's total liability under this Agreement in any 12-month period is limited to **the fees paid and payable by the Customer in the 12 months before the event giving rise to the claim.**

10.4 For breaches of confidentiality (section 7) or of the DPA, the cap is **2× that amount.**

10.5 The limits in 10.2–10.4 do not apply to the Customer's obligation to pay fees, or to the indemnities in section 9.

11. Term and termination

11.1 This Agreement runs until all Orders have ended. Each Order renews for successive periods of **12 months**, unless either party gives **60 days'** notice before renewal.

11.2 Either party may terminate an Order, or this Agreement, by notice if the other party materially breaches it and does not fix the breach within **30 days** of notice, or becomes insolvent.

11.3 On termination: fees due up to the end date remain payable; Customer Data is returned and deleted as set out in DPA section 10; and sections 4, 5, 7, 9, 10, 12 and 13 continue to apply.

12. Law and disputes

12.1 This Agreement is governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates as they apply in Dubai.

12.2 The parties will first try to settle any dispute through their senior representatives within **30 days** of written notice.

12.3 Disputes that are not settled will be finally resolved by arbitration under the **Arbitration Rules of the Dubai International Arbitration Centre (DIAC)**. There will be one arbitrator, the seat will be **the Dubai International Financial Centre (DIFC)**, and the language will be **English**.

12.4 Either party may ask any competent court for urgent interim relief.

13. General

13.1 **Assignment.** Neither party may transfer this Agreement without the other's consent, except to a successor of its whole business on giving notice.

13.2 **Force majeure.** Neither party is liable for delay caused by events beyond its reasonable control, except for payment obligations.

13.3 **Subcontractors.** EchoNova may use subcontractors, and remains responsible for them. Subprocessors of personal data follow the DPA.

13.4 **Notices.** Notices must be in writing and sent by email to the account owner's address and, for EchoNova, to legal@echonova.ai. Electronic signatures and notices are valid under the Electronic Transactions and Trust Services Law (Federal Decree-Law No. 46 of 2021).

13.5 **Entire agreement.** This Agreement and its attached documents are the whole agreement between the parties on its subject. EchoNova may update this Agreement with at least 30 days' notice by email or in the account; changes to fees or volumes for a current Order need the Customer's acceptance in the account.

13.6 **Language.** This Agreement is published in Arabic and English. Where UAE law requires the Arabic version to prevail, it prevails.

13.7 **Severability.** If any part is found unenforceable, the rest remains in force.

Schedule 1: Service Levels

1. Availability. The production Services will be available **99.5%** of each calendar month, excluding planned maintenance announced at least **48 hours** in advance, and outages caused by the Customer, its carriers or channel providers (such as WhatsApp or telecom operators), or force majeure.

2. Service credits.

MONTHLY AVAILABILITY	CREDIT (% OF THAT MONTH'S FEES FOR THE AFFECTED SERVICE)
below 99.5%	5%
below 99.0%	10%
below 97.0%	25%

Credits are the Customer's sole remedy for missing the availability target. They must be claimed within **30 days** after the month ends.

3. Support response times (support hours: Sunday to Thursday, 09:00–18:00 Gulf Standard Time, and 24x7 for P1).

PRIORITY	EXAMPLE	FIRST RESPONSE
P1, critical	Service down for all users	1 hour
P2, high	major feature broken; no workaround	4 hours
P3, normal	partial issue; workaround exists	1 business day
P4, low	question or feature request	3 business days

4. Fallback. The Customer will configure a fallback route to human agents. EchoNova will help set it up during onboarding.