

Avature AI Opportunity Lab: Prize Terms & Conditions

1. Overview

The “Avature AI Opportunity Lab” (the Prize) is an advisory engagement delivered by Avature Advisory Services to the eligible Award winner’s organization (the Recipient). The Prize is designed to help the Recipient assess one defined business process and identify opportunities to apply Avature’s platform-native AI capabilities. The Prize forms part of the Avature Awards program. Additional information about the awards process, criteria, and announcements is available on the official [Avature Awards page](#).

2. Prize Deliverables

Subject to the Recipient meeting the requirements in Section 5, Avature will provide the following deliverables (collectively, the **Deliverables**):

1. **AI Opportunity Lab Snapshot** (slides or a 2 to 4 page document) summarizing the process in scope, key friction points, clustered AI opportunities, a prioritized set of recommendations (Now / Next / Later), and proposed KPIs.
2. **AI Opportunity Backlog** (table) listing individual opportunities, where they apply in the process, alignment to Avature AI capability areas (which may include Copilot Agents, Agentic Automation, and related capabilities), expected impact categories, dependencies/prerequisites, and complexity (L/M/H).
3. **Parking Lot Appendix** capturing items identified during the engagement that are out of scope or cannot be addressed within the Prize parameters.

3. Engagement Format

The Prize will be delivered remotely and follows a structured approach that typically includes: (i) kickoff and scoping alignment, (ii) consultant-led preparation, (iii) a collaborative working session, and (iv) a readout of recommendations and handoff of Deliverables. Avature retains discretion over facilitation methods and the format of working materials.

4. Scope and Guardrails

4.1 One Process Only. The Prize covers a single process selected by the Recipient. The process boundaries (start/end points) must be agreed during kickoff. Topics outside the agreed scope may be documented in the Parking Lot and will not be analyzed in detail.

4.2 Level of Detail. Process mapping is performed at a practical level sufficient to identify handoffs, friction, rework, and improvement opportunities; it is not intended to be an exhaustive requirements discovery.

4.3 **Effort Cap.** The Prize includes up to **twelve (12) net hours** of Avature Advisory effort per Recipient. If additional work is requested or required, Avature may propose a separate paid engagement and/or statement of work at Avature's then-current rates.

4.4 **Regional and Policy Considerations.** Where AI is not recommended or appropriate due to legal, regulatory, or internal policy considerations, Avature may adjust the approach and/or focus on non-AI alternatives or prerequisite steps.

5. Recipient Responsibilities and Inputs

To receive the Prize, the Recipient must:

- Identify the in-scope process and define start/end points.
- Provide a primary sponsor and confirm participants (recommended 5–8 attendees representing key roles).
- Provide the top three (3) pain points in advance (email acceptable).
- Provide relevant process documentation, if available (optional).
- Ensure timely availability for scheduled sessions and provide access to necessary context and stakeholders.

Delays in scheduling, missing inputs, or insufficient participant availability may affect timelines and the completeness of outputs.

6. Exclusions

The Prize is advisory-only and **does not include** any of the following:

- Configuration, build, or deployment of Avature workflows, portals, AI agents, matching rules, chatbot setup, integrations, testing, rollout, change management, or training.
- Field-level solution specifications, detailed requirements documentation, or a working Avature solution.
- Commitments regarding product availability, feature delivery dates, or specific configurations.

Any implementation or delivery work requires a separate agreement with Avature.

7. Nature of Recommendations; No Guarantee of Outcomes

The Deliverables provide prioritized recommendations based on the information and participation provided by the Recipient during the engagement. All estimates, impacts, and KPIs are indicative and may vary in practice. The Prize and the Deliverables are provided "as is", without warranties of any kind whatsoever, express or implied, statutory, at common

law, in contract, in tort or otherwise, including but not limited to the warranties of merchantability, fitness for a particular purpose and accuracy of any information provided. Avature further disclaims any and all warranties arising from course of dealing or usage of trade. For the avoidance of doubt, Avature does not warrant that the Recipient will achieve any particular outcomes, savings, performance improvements, or business results.

8. Intellectual Property and Use of Deliverables

Avature's SaaS applications, its underlying software, the associated documentation, and any enhancements, upgrades or updates thereto, shall remain the exclusive property of Avature and its licensors. Avature retains all rights to its methodologies, frameworks, templates, and pre-existing materials, including those contained in the Deliverables. The Recipient may only use the Deliverables internally for planning and decision-making purposes. The Recipient may not publish, distribute, or share the Deliverables externally without Avature's prior written consent.

9. Confidentiality

Each party will treat non-public information disclosed in connection with the Prize and the Deliverables as confidential and use it solely for purposes of delivering or receiving the Prize and the Deliverables. Neither party may disclose such information to any third party except to its employees, affiliates, advisors, or contractors who have a legitimate need to know it for this purpose and who are bound by confidentiality obligations. These obligations do not apply to information that is publicly available through no fault of the receiving party, was lawfully known to the receiving party before disclosure, is received lawfully from a third party without restriction, or is required to be disclosed by law.

10. Scheduling, Expiration, and Substitution

10.1 Scheduling. Sessions will be scheduled by mutual agreement.

10.2 Expiration. Unless otherwise stated in the Awards announcement, the Prize must be scheduled within **ninety (90) days** of winner notification and completed within a commercially reasonable period thereafter, subject to availability.

10.3 Substitution or Cancellation. While Avature will endeavour to use reasonable efforts to provide the Prize and the Deliverables, Avature reserves the right, at its absolute discretion and without liability or penalty, to substitute the Prize and the Deliverables (or any component) with an alternative offering or to cancel the Prize and the Deliverables or the associated awards program at any time.

11. Eligibility and Transferability

The Prize is awarded to the named Award winner organization and is non-transferable. Avature may require confirmation of eligibility and may refuse delivery where legal or compliance restrictions apply.

12. Publicity

By accepting the Prize, Recipient agrees that Avature may identify the Recipient as the winner of the Prize and reference the award in its marketing materials, website, press releases, and promotional communications, including in respect of the use of the Recipient's trademarks or logos.

13. Taxes

The Recipient is solely responsible for any taxes, duties, levies, or other governmental charges that may arise in connection with the Prize. Avature makes no representations regarding the tax treatment of the Prize and recommends that the Recipient consult its own tax advisors if necessary.

14. Limitation of Liability

To the maximum extent permitted by law, Avature shall have no liability whatsoever arising from or in connection with the Prize, the Deliverables, or these Terms & Conditions, regardless of the form or theory of the claim or action, whether in contract, tort or otherwise. To the extent that liability cannot be excluded in accordance with the preceding sentence, then: (a) Avature shall not be liable for any indirect, incidental, special, consequential, or punitive damages, whether or not Avature has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, warranty, tort (including negligence and strict liability) or otherwise; and (b) Avature's aggregate liability arising out of or in connection with the Prize, the Deliverables and these Terms & Conditions will not exceed five hundred United States dollars (US\$ 500), regardless of the form or theory of the claim or action, whether in contract, tort or otherwise.

15. Governing Law and Jurisdiction

These Prize Terms & Conditions are governed and construed in accordance with the following laws, depending on the conference or event at which the Prize is awarded: (i) for Prizes awarded in connection with conferences or events held in the United States, the laws of the State of Delaware, United States, without regard to its conflict-of-laws principles; and (ii) for Prizes awarded in connection with conferences or events held in the European Union, the laws of England and Wales, without regard to their conflict-of-laws principles.

Any dispute arising out of or relating to these Prize Terms & Conditions or the Prize shall be subject to the exclusive jurisdiction of: (a) the state and federal courts located in the State of Delaware, United States, for Prizes awarded in connection with conferences held in the United States; or (b) the courts of England and Wales, for Prizes awarded in connection with conferences held in the European Union.