

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions including its Annexes ("**General Terms**") governs the overall relationship of the parties in relation to the Services provided by Xledger to the Customer and Customer Affiliates and forms part of the Agreement (as defined below) between Xledger Limited (also referred to as "**Xledger**", "**we**" "**us**", or "**our**") and you or the entity you represent ("**Customer**", "**you**" or "**your**").

The Agreement takes effect from the date when you and we execute an Order (the "**Effective Date**"). You represent to us that you are lawfully able to enter into contracts

1 Agreement and Interpretation

1.1 The definitions and rules of interpretation set out in clause 14 apply in these General Terms".

1.2 Our agreement is made up of the following (in order of precedence):

- (a) the order form, executed by the Parties ("**Order**"); and
- (b) the Xledger **SaaS Specific Terms**;
- (c) any other relevant **Specific Terms** including the Xledger Professional Services Specific Terms and/or the Xledger Support Service Specific Terms;
- (d) these **General Terms**; and
- (e) the Xledger Data Processing Addendum ("**Data Processing Addendum**").

(together the "**Agreement**") in each case as such terms are updated by Xledger from time to time.

1.3 The terms of your purchase order or any other business processing document (if any) shall be superseded and excluded by the terms and conditions of the Agreement and therefore have no effect. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1.2, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

1.4 An Agreement shall not come into force, be legally binding or have any other effect unless an Order has been signed by the authorised representatives of both parties to it.

2 Provision of Services

2.1 We shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Agreement.

2.2 We agree to perform the Services

- (a) with reasonable skill and care in accordance with industry standards; and
- (b) in accordance with all Applicable Laws,

2.3 We do not warrant that:

- (a) the Customer's use of the Services will be uninterrupted or error-free; or
- (b) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements.

2.4 We are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges

that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

2.5 We shall follow our standard archiving procedures for Customer Data (as such procedure may be amended or updated by us in our sole discretion from time to time). In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Xledger shall be for us to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data. We shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by us to perform services related to Customer Data maintenance and back).

3 Customer Obligations

3.1 You shall provide us with all necessary co-operation in relation to the Services in order to assist us in fulfilling the obligations under the Agreement.

3.2 You shall also provide all necessary access to such information as may be required by us in order to provide the Licensed Materials and perform the Services, including but not limited to Customer Data, security access information and configuration services.

3.3 You shall carry out all other responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, we may adjust any agreed timetable, cost or delivery schedule as reasonably necessary.

3.4 The Customer shall only use the Services in accordance with the Agreement.

3.5 The Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data.

3.6 Without affecting your other obligations under the Agreement, you shall comply with all Applicable Laws with respect to your activities under the Agreement.

3.7 Services may be used by each of the Affiliates of the Customer who are a Permitted Entity (as described in the relevant Order). The Customer shall be responsible for each Permitted Entity's use of the Services and compliance with the Agreement. Any rights of any Permitted Entity to use or access the Service will terminate automatically on ceasing to be an Affiliate.

4 Fees and Payment

4.1 You shall pay the Fees and any agreed Expenses to us in accordance with this clause 4.

- 4.2 Subject to clause 4.4, Fees and payment terms are specified in the applicable Order or (failing that) will be calculated at the applicable prevailing rates. Prevailing Rates will be applied automatically without notice at the expiry of the Initial Term.
- 4.3 Unless otherwise stated in an Order, we shall issue an invoice in respect of the Fees and any agreed Expenses monthly in arrears.
- 4.4 Unless agreed otherwise in an Order, invoices shall be payable by you within thirty (30) days of the date of the invoice ("**Invoice Period**"). Other than in the case of a reasonably disputed payment, any payments not received by the end of the Invoice Period will be subject to interest at a rate of three per cent. (3%) above the prevailing base rate of HSBC Bank Plc ("**Default Interest**"). Disputes must be raised within 21 days of the invoice in writing by the Customer. Failure to raise a dispute within this period will deem the invoice to have been properly submitted and payment will be due by the stated date.
- 4.5 All fees are based on the Licensed Materials and or Assumptions agreed in an Order. In the event actual use exceeds the ordered quantity, additional Licensed Materials must be purchased and/or additional charges may be due and these shall be invoiced to you at the then current rates. For the avoidance of doubt, we will bill you based on and you will be deemed to have purchased the higher of: (i) the amount set out in the Order; or (ii) actual usage ("**Purchased Quantity**"), regardless of the amount set out in the Order. You may not decrease the Purchased Quantity during the Term and there shall be no fee adjustments or refunds for any decreases in usage.
- 4.6 In the event that payment is not received in accordance with clause 4.4, in addition to any other rights it may have, we will be entitled to suspend any or all Services upon ten (10) days' written notice to you and/or invoice you for any discount that has been applied by Xledger under the Agreement and/or to modify the payment terms, and to request full payment before any additional performance is rendered by us.
- 4.7 Unless otherwise stated in the Order, the Fees are stated excluding value added tax ("**VAT**"). VAT or any other such tax which may be payable from time to time as applicable shall be charged in addition to the Fees at the prevailing rate.
- 4.8 Xledger may increase the Fees annually, for usage from 1st January, in line with the percentage increase in the Retail Prices Index in the preceding period, as published in the month prior to the increase notice. We shall provide you with thirty (30) days' notice of any such change. No Fees will be varied during the first year following the Effective Date of the Order.
- 4.9 In the event that we anticipate extraordinary Expenses as a result of a foreseeable Event of Force Majeure, we shall seek approval by you of such anticipated extraordinary Expenses when it becomes clear that an Event of Force Majeure is inevitable.
- 4.10 All Fees shall be paid in the currency set out in the Order or British Pound Sterling if no currency is set out in the Order.
- 4.11 Invoices may be validly issued where produced and sent electronically irrespective of whether any Customer purchase order has been issued.

5 Term, Termination and Suspension

- 5.1 The Agreement will come into effect on the date when the relevant Order is signed by authorised representatives of both parties (the "Effective Date") and will continue until all Services have either expired or been terminated in accordance with its terms.
- 5.2 The Services will commence on the Services Start Date as set out in each Order. Where the Service has a minimum term, it will commence on the Services Start Date and shall continue for the longer of: (i) one (1) year; or (ii) the term specified in an Order ("**Initial Term**"). The Agreement shall automatically renew for consecutive one (1) year period(s) (each a "**Renewal Term**") unless: (i) either party gives the other written notice of termination not less than ninety (90) days prior to the end of the Initial Term or the Renewal Term (as applicable), in which case the Agreement shall terminate upon the expiry of the Initial Term or Renewal (as applicable); or (ii) until terminated in accordance with the remaining provisions of this clause 5. Initial Term together with any Renewal Term shall together be known as the "**Term**".
- 5.3 Either party may terminate the Agreement including Orders executed thereunder immediately upon written notice: (i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to remedy any remediable material breach within thirty (30) days of being notified in writing of such breach, except for breach of clause 4.1 which shall have a ten (10) day remedy period; or (ii) if the other party becomes the subject of a voluntary arrangement under section 1 of the Insolvency Act 1986, or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or notice has been received of a pending appointment of or the appointment of a receiver, manager, administrator or administrative receiver over all or any part of its undertaking, assets or income, intends to pass or has passed a resolution for its winding-up, or has a petition presented to any court for its winding-up or for an administration order, or has ceased or threatened to cease to trade (each of the events described in this sub-clause being an "**Insolvency Event**"). Where a party has rights to terminate the Agreement, the non-breaching party may at its discretion either terminate the entire Agreement or the applicable Order, provided however that termination of the Agreement shall automatically terminate all Orders executed under such Agreement. Orders that are not terminated shall continue in full force and effect under their terms.
- 5.4 If you do not pay an undisputed invoice within sixty (60) days of its due date, in addition to any other rights it may have, Xledger may at its sole discretion suspend any or all Services (including for the avoidance of doubt any applicable Subscription Services (as defined in the SaaS Specific Terms) or immediately terminate the Agreement. Upon termination for non-payment, the Agreement and all of your rights hereunder will terminate without further notice.
- 5.5 Termination shall not excuse your obligation to pay in full any and all amounts due, nor shall termination by us result in a refund of fees paid. If we terminate the Agreement for your non-payment or your other material breach, you agree to pay to us the remaining value of the then-current Initial Term or Renewal Term (that you acknowledge as liquidated damages reflecting a reasonable measure of actual damages and not a penalty) equal to the aggregate recurring fees (as set forth

- in the Order) that will become payable during the cancelled portion of such Initial Term or Renewal Term.
- 5.6 On expiry or termination of the Agreement for any reason:
- all licences granted under the Agreement shall immediately terminate and you shall immediately cease all use of the Services and/or the Documentation;
 - you shall certify that you have returned or destroyed all copies of the applicable Licensed Materials, and Confidential Information of ours and acknowledge that your rights to use the same are relinquished.
- 5.7 On expiry or termination of the Agreement or Order for any reason:
- following a written request from you and provided that you have, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination), we shall make available to you within 30 days of receipt of your written request a file containing those elements of Customer Data which you are unable to download yourself from the system, including PDF copies of documents stored in the system. We may destroy any such Customer Data in our possession if no such request is received within thirty (30) calendar days of the effective date of termination.
 - You will be responsible for downloading all Customer Data from the Application that does not fall under paragraph 5.7(a) above. You will complete this within thirty (30) calendar days from the effective date of termination. We may destroy any such Customer Data that remains on the system after a period of 30 days from the effective date of termination.
- 5.8 Any termination of an Order will not automatically terminate any other agreements made in relation to other Orders, unless stated otherwise.

6 Intellectual Property Rights

- 6.1 All rights not expressly granted in the Agreement are reserved by us and Xledger's Licensors. You acknowledge that: (i) all Licensed Materials are licensed and not sold; (ii) you acquire only the right to use the Licensed Materials and we and Xledger's Licensors shall retain sole and exclusive ownership of and all rights, title, and interest in the Licensed Materials, including without limitation (whether developed by us, you or a third party): (a) Intellectual Property embodied or associated with the Licensed Materials; (b) deliverables and work product associated with the Licensed Materials; and (c) all copies and derivative works thereof; and (iii) the Licensed Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of ours and Xledger's Licensors. You agree to secure and protect the Licensed Materials consistent with the maintenance of our and Xledger's Licensors' rights therein, as set forth in these General Terms. You agree to execute such further instruments, and take such further actions, as we may reasonably request, at our expense, to apply for, register, perfect, confirm, and protect our rights.
- 6.2 As an express condition of your configuration of the Licensed Materials and the services of Xledger's Licensors, you agree that you shall not (i) license, sublicense, sell, resell, rent, lease, transfer, assign,

distribute, timeshare, provide on a service bureau basis or otherwise commercially exploit or make available to any third party the Licensed Materials (or Xledger's Licensors) or the content in any way; (ii) modify or make derivative works based upon the Licensed Materials or the Content; (iii) create Internet "links" to the Licensed Materials or "frame" or "mirror" any content other than on your own intranets or otherwise for your own internal business purposes; or (iv) reverse engineer or access the Licensed Materials in order to: (a) build a competitive product or service; (b) build a product using similar ideas, features, functions or graphics of the Licensed Materials; or (c) copy any ideas, features, functions or graphics of the Licensed Materials. You also shall not: (i) modify, copy or create derivative works based on the services of Xledger's Licensors; (ii) frame or mirror any content forming part of the services of Xledger's Licensors, other than on your own intranets or otherwise for your own internal business purposes; (iii) reverse engineer the services of Xledger's Licensors; or (iv) access the services of Xledger's Licensors in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the services of Xledger's Licensors.

- 6.3 Provided that: (i) you promptly give us written notice of any claim; (ii) provide us, at our expense, with all available information and assistance relating to the claim and cooperate with us and our counsel; (iii) do not compromise or settle such claim; and (iv) are not in material breach of the Agreement, we shall, on demand, indemnify, keep indemnified and hold you harmless, from and against any claims which arise directly or indirectly out of or relate to any dispute or claims or proceedings brought against you by a third party in any way connected with our ownership, use or operation of Intellectual Property Rights supplied by us to you under the Agreement. In no event shall Xledger, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is as a result of the Customer's breach of the Agreement or based on the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Xledger or the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Xledger or any appropriate authority.

- 6.4 We shall, on your request, provide all assistance as is reasonably necessary to assist you in your defence of any dispute or claims or proceedings as described in clause 6.3 above.

7 Insurance and Claims

- 7.1 We will have in place and maintain in force for the duration of the Agreement, at our own cost, such insurance as is appropriate and adequate having regard to our obligations, and the liabilities that may arise, under or in connection with the Agreement and as required by law. We will supply, so far as is reasonable, evidence of the maintenance of our insurance and the applicable terms from time to time, on request.
- 7.2 If you become aware of any matter which you know is likely to give rise to a claim against us, by either you or any third party, you will as soon as reasonably practicable give us notice of that matter (specifying to the extent reasonably known to you at the relevant time, the nature of the likely claim).

8 Limits of Liability

8.1 Except as expressly and specifically provided in the Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Xledger shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Xledger by the Customer in connection with the Services, or any actions taken by Xledger at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and
- (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

8.2 Nothing in the Agreement excludes the liability of Xledger for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other losses which cannot be excluded or limited by applicable law.

8.3 Subject to clause 8.1 and clause 8.2:

- (a) Xledger shall not be liable for any of the following losses (whether direct or indirect): loss of profit; loss of business, wasted expenditure; loss or corruption of data or information (other than as set out in clause 2.5); loss of use; loss of contract; loss of opportunity; loss of savings; or harm to reputation or loss or depletion of goodwill and/or similar losses or any special, indirect or consequential loss, costs, damages, charges or expenses; and
- (b) Xledger's total liability in each Contract Year under clause 6.3; for a breach of its obligations under clause 11 and a breach of its obligations under the Data Processing Addendum shall not exceed in the aggregate an amount equal to two hundred per cent (200%) of the total Fees paid in that Contract Year; and
- (c) Xledger's total aggregate liability under the Agreement for all other losses (those not falling under paragraphs (a) and (b) above) in each Contract Year shall not exceed an amount equal to one hundred per cent. (100%) of the total Fees paid in that Contract Year.

8.4 References to liability in this clause 8 include every kind of liability arising under or in connection with the Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9 Third Parties

9.1 Xledger may use Third Party providers to provide elements of the Services. Where we use Third Party providers we shall ensure that each such party are subject to terms no less onerous than the terms set out in the Agreement. Xledger remains responsible for any act or omission of the Third Parties.

9.2 We may at any time and in our sole discretion, change any Third Party providers on notice to you, provided that there is no material adverse effect on the Services. Where we

change a Third Party provider of any element of the Service that is of a "stand-alone" nature and not integral to the other elements of the Services, you will be entitled to terminate the relevant Service elements in accordance with the relevant service terms provided that you have reasonable grounds for objecting to the change in Third Party provider.

9.3 Where a Customer engages a third party not approved by Xledger to implement or provide services in connection with the Services, Xledger may reasonably increase the charges payable by the Customer to compensate for any additional effort required by Xledger.

10 Warranties & Disclaimers

10.1 We undertake that the Hosting Environment, Services, Access Licence, Applications, bug fixes, Upgrades, and Licensed Materials and any components or combinations thereof (and the exercise of the rights granted herein with respect thereto):

- (a) do not and shall not infringe, dilute, misappropriate, or violate any Intellectual Property Right, publicity right, privacy right, or other proprietary or other rights of any third party, and are not and shall not be defamatory or obscene;
- (b) correspond with our Documentation;
- (c) in respect of the Subscription Services only will meet the SLAs;
- (d) provide adequate Security Measures;
- (e) comply with all Applicable Laws; and
- (f) contain or use accepted measures, software and other processes to detect, restrain and avoid and mitigate the potential impact of any disabling programs or devices and/or Viruses that may damage or detrimentally interfere with the Hosting Environment, any other software, any computer hardware or any telecommunications network.

10.2 Except as expressly stated in these General Terms, and subject to the Data Processing Addendum, all warranties and conditions whether express or implied by statute, common law or otherwise are excluded to the extent permitted by law.

11 Data Protection

11.1 Both parties will comply with all applicable requirements of applicable Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under applicable Data Protection Legislation.

11.2 The parties have determined that, for the purposes of applicable Data Protection Legislation:

- (a) Xledger and the Customer shall act as independent Controllers in respect of the Supplier Personal Data and processing activities described in Schedule 1 to these General Terms. This clause 11 will apply to such Supplier Personal Data; and
- (b) Xledger shall act as a Processor on behalf of the Customer as Controller in respect of the Customer Personal Data and processing activities set out in ANNEX 1 to the Data Processing Addendum. The provisions of the Data Processing Addendum will apply to such Customer Personal Data. Each Party

shall comply with their obligations as set out in the Data Processing Addendum.

- 11.3 Should the determination in clause 11.2 change, then each party shall work together in good faith to make any changes which are necessary to this clause or the related Annexes.
- 11.4 By entering into the Agreement, the Customer consents to (and shall procure all required consents, from its personnel, representatives and agents, in respect of) all actions taken by Xledger in connection with the processing of Supplier Personal Data, provided these are in compliance with the then-current version of the Xledger privacy policy available at [Equip.Xledger.co.uk \(Privacy Policy\)](https://www.xledger.co.uk/privacy-policy). In the event of any inconsistency or conflict between the terms of the Privacy Policy and the Agreement, the Privacy Policy will take precedence.
- 11.5 The Customer will ensure that the Supplier Personal Data does not contain any special categories of Personal Data (as defined by Article 9 of the UK GDPR) or Personal Data relating to criminal convictions and offences.
- 11.6 Without prejudice to the generality of Clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Supplier Personal Data to Xledger and lawful collection of the same by Xledger for the duration and purposes of the Agreement.
- 11.7 Xledger will be entitled to use data processed by the Services to product Analytics. No Personal Data is used for the purposes of Analytics nor will the Analytics identify the Customer.

12 Confidentiality

- 12.1 Subject to clause 12.3, 12.4 and 12.5, neither Party shall disclose to any third party any Confidential Information.
- 12.2 Subject to clause 12.3 and 12.4, we shall only use the Confidential Information disclosed to us by you for the purposes of the Agreement.
- 12.3 Clause 12.1 and 12.2 shall not apply to any information which:
- (a) the other Party consents in writing to the use or disclosure of;
 - (b) at the date of disclosure is in the public domain or which subsequently enters the public domain other than by breach of clause 12.1 and/or clause 12.2;
 - (c) is already known to the Parties prior to its disclosure pursuant to these General Terms, free of any obligation of confidentiality;
 - (d) is obtained from a third party following entry into the Agreement, free from any obligation of confidentiality; or
 - (e) is required to be disclosed to professional advisers for the purpose of obtaining professional advice.
- 12.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by applicable laws or regulations, by any governmental or other regulatory authority, by any Supervisory Authority or by a court or other authority of competent jurisdiction. If a Party receives a request from a regulatory body requesting the disclosure of Confidential Information, such Party shall (unless prohibited by law from doing so) promptly notify the other Party to allow a reasonable opportunity to resist such disclosure and/or seek a protective order before the required time for disclosure. Such Party shall also, if requested, provide reasonable assistance, at the non-

disclosing Party's expense, in resisting the disclosure and/or seeking a protective or confidentiality order to govern the disclosure. A Party shall be entitled to comply with any such request to the extent required by law, but shall in doing so make reasonable efforts to secure confidential treatment of any Confidential Information it is compelled to disclose and shall not disclose any more Confidential Information than is necessary to comply with its requirements.

- 12.5 We shall have the right to disclose Confidential Information to our Personnel who "need to know" such Confidential Information in order to perform their obligations pursuant to the Agreement. We shall use all reasonable efforts in identifying and preventing any unauthorised use or disclosure of any Confidential Information. If we become aware or have reason to believe of a breach or intended breach of this clause 12 we shall immediately advise you and you and we shall cooperate in seeking any appropriate remedy against any such action. We shall ensure that any of our employees, officers, agents or subcontractors performing the Services are subject to appropriate confidentiality obligations. In particular, we shall ensure that all Personnel that we authorise to process Customer Personal Data are subject to appropriate confidentiality obligations in relation to that Customer Personal Data.

13 General

- 13.1 **Assignment:** Unless expressly state otherwise in the Agreement, no right or obligation arising under them may be assigned or otherwise disposed of, in whole or in part, by any Party without the prior written agreement of the other Party provided that: (a) you shall be entitled to assign any of your rights or obligations under the Agreement to any of your Affiliates; and (b) subject to clause 9.1 we shall be entitled to subcontract or delegate any or all of our obligations under the Agreement to any third party.
- 13.2 **Variation and Change Control:** Xledger may update these General terms, any relevant Specific Terms , Product Specifications and Policies from time to time on giving the Customer at least 30 days' notice in writing providing that any such update does not have a material adverse effect on the customer or substantially change the nature and intent of the Agreement. In all other cases, no variation of any provision of the Agreement is effective unless in writing and signed by the authorised representatives of each Party.
- 13.3 **Waiver:** No delay or non-exercise of either Party in exercising any right or power it has under the Agreement shall affect such right or power or be interpreted as a waiver of it. No single or partial exercise or non-exercise of any right or power shall in any circumstances affect any other or further exercise of the same right or power or the exercise of any other right or power.
- 13.4 **Severability:** If any provision of the Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, that provision shall, to the extent required, be deemed not to form part of the Agreement and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 13.5 **Audits:** During the Term and for a period of one year following its termination, you shall maintain and make available to us records sufficient to permit us or an

independent auditor retained by us to verify, upon ten (10) days' written notice, your full compliance with the terms and requirements of the Agreement. You shall, in an expeditious manner to facilitate the timely completion of such compliance verification: (i) provide any assistance reasonably requested by us or our designated auditor in conducting any such audit, including installing and operating audit software; (ii) make requested personnel, records, and information available to us or our designated auditor. Audits shall be performed during regular business hours. If the audit reveals any non-compliance, you shall reimburse us for the reasonable costs and expenses of the verification process (including, but not limited to the fees of an independent auditor) incurred by us, and you shall promptly remedy any such non-compliance, including without limitation through the payment of any and all Fees owed to us during the period of non-compliance at our then standard rates; provided, however, that the obligations under this clause 13.5 do not constitute a waiver of our termination rights.

13.6 **Third Parties:** Save in relation to your Affiliates, a person who is not a Party to the Agreement shall not have any rights under or in connection with it by virtue of the UK Contract (Rights of Third Parties) Act 1999 or any similar legislation in any other jurisdiction. Notwithstanding the above, the Parties expressly agree that the Agreement can be varied or rescinded by the Parties, notwithstanding that varying or rescinding the Agreement may extinguish or alter such third party benefit or right.

13.7 **Entire Agreement:** Each Party acknowledges that:

- (a) the Agreement (as defined in clause 1.2) together with all other documents to be entered into pursuant to it, set out the entire agreement and understanding between the Parties, and supersedes all proposals and prior agreements, arrangements and understandings between the Parties, relating to the subject matter of these General Terms; and
- (b) in entering into the Agreement (and any other document to be entered into pursuant to it) it does not rely on any representation, warranty, or other assurance of any person (whether Party to the Agreement or not) that is not set out in the Agreement or the documents referred to in them. Each Party waives all rights and remedies which, but for this clause, might otherwise be available to it in respect of any such representation, warranty or other assurance. The only remedy available to any Party in respect of any representation, warranty or other assurance that is set out in the Agreement (or any document referred to in it) is for breach of contract under the terms of the Agreement (or the relevant document). Nothing in the Agreement shall, however, limit or exclude any liability for fraud.
- (c) The Customer acknowledges that any purchases of the Services under the Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Xledger regarding future functionality or features.

13.8 **No Partnership or Agency:** Nothing in the Agreement shall be deemed to constitute or imply any partnership between the Parties or constitute either of the Parties as agent of the other.

13.9 **Publicity:** Xledger may use the Customer's name and logo to represent the Customer as a customer of Xledger. The Customer hereby grants Xledger a non-exclusive licence to use the Customer's and its Affiliates' name, logos, marks or symbols in such promotional materials. The customer can reasonably withdraw the right for future use of their logo by providing 10 days written notice.

13.10 **Counterparts:** The Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same document, and any Party may execute the Agreement by signing any one or more of such counterparts.

13.11 **Costs:** Except as provided in these General Terms, each of the Parties to the Agreement shall pay its own respective legal and other costs and expenses in connection with the negotiation, preparation, execution and performance by it of the Agreement.

13.12 **Conflicts of Interest:** We will take all efforts to confirm that none of our employees, agents or subcontractors has either directly or indirectly any material financial interest or business connection with either: (i) you; (ii) your Affiliates; or (iii) any employee of yours or your Affiliates, except as disclosed to you. If any conflicts arise during the Term, we shall promptly notify you so that appropriate action can be taken. This requirement is not intended to require disclosure related to the ownership of shares through a mutual fund, retirement plan or any similar investment vehicle.

13.13 **Export:** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Licensed Materials. You agree that such export laws govern your use of the Licensed Materials (including technical data), and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical or biological weapons proliferation, or development of missile technology.

13.14 **Notices:** Any notice required to be given pursuant to the Agreement shall unless otherwise stated in it, be in writing, sent to the other party marked for the attention of the person at the address specified in the Order (or to such other address as either party may from time to time notify to the other in writing in accordance with this clause). For the purpose of notices to be given by us in writing, the expression "writing" or "written" shall be deemed to include email communications. A correctly addressed notice sent by first-class post shall be deemed to have been delivered seventy-two (72) hours after posting, and correctly addressed emails shall be deemed to have been delivered twenty-four (24) hours after sending.

13.15 **Force Majeure:** We shall have no liability to you under the Agreement if we are prevented from or delayed in performing our obligations under the Agreement, or from carrying on our business, by acts, events, omissions or accidents beyond our reasonable control, including, without limitation, an Event of Force Majeure, provided that you are notified of such an event and the expected duration of the event. This term applies to Xledger's licensors and it's suppliers, If the situation of Force

Majeure lasts longer than 90 calendar days, either Party will have the right to terminate an Order in accordance with clause 5. Any Services delivered before the Force Majeure event may be invoiced and payable by the Customer.

13.16 **Non-Solicitation:** Neither Party shall (except with the prior written consent of the other Party) directly or indirectly solicit or entice away (or attempt to solicit or entice away) from the employment of the other Party any person employed or engaged by such other Party in the provision of the Services or (in the case of the Customer) in the receipt of the Services at any time during the Term or for a further period of twelve (12) months after the termination of the Agreement other than by means of a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other Party. If either Xledger or the Customer commits any breach of this clause 13.16, the breaching Party shall, on demand, pay to the claiming Party a sum equal to one year's basic salary that was payable by the claiming Party to that employee plus the recruitment costs incurred by the claiming Party in replacing such person.

13.17 **Governing Law and Jurisdiction:** The Agreement shall be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

14 Definitions and Interpretation

14.1 The following definitions apply in these General Terms and in the Agreement:

- **Access Licence:** a non-exclusive, royalty-free, fully paid up, revocable right and licence to: (a) access, use, and interact with the Hosting Environment and all Applications hosted therein; and (b) use any of our Intellectual Property Rights included or embodied therein as further described in an Order;
- **Affiliate:** in relation to any company, any "subsidiary" or "holding company" (as such terms are defined in the Companies Act 2006) of that company or any subsidiary of that holding company;
- **Agreement** has the meaning given in clause 1.2 of these General Terms;
- **Analytics:** statistical analyses, insights, market data and predictive models to assist development of Xledger services and products and associated services designed for use with such services and products.
- **Applicable Laws:** all applicable laws and regulations, rules, instruments and provisions in force including the rules, codes of conduct, codes of practice, practice requirements and accreditation terms stipulated by any Regulator, and/or any permits and licences necessary for the performance of a Party's obligations, to which each Party is subject;
- **Application:** the, databases, websites, programs, and/or any other applications incorporating our Software (including all Upgrades) and provided by you to your Authorised Users, as defined in the SaaS Specific Terms;
- **Authorised Users** an individual authorised by you to use your configuration of the Application and any other Licensed Materials agreed in an Order;
- **Confidential Information:** confidential and proprietary information (whether in written, oral or

electronic form) that: (a) is by its nature confidential; and/or (b) is designated by a Party as confidential; or (c) the other Party knows or ought to know is confidential; and includes, but is not limited to trade secrets, know-how, inventions, techniques, processes, software programs and other IT related information, documentation, schematics, procedures, contracts, customer databases, customer information, Customer Data, Customer Personal Data, financial information, budgets, sales, marketing, insurance secrets, anti-money laundering and compliance data, ideas, strategies, designs, projections, business plans, strategic expansion plans, products and product designs, sourcing information, potential product labelling and marking ideas, unpublished information relating to the intellectual property rights of either Party, and all communications between the Parties and other non-public information relating to either Party's business;

- **Contract Year** shall mean any period of twelve (12) months (or shorter period in the period immediately prior to termination of the Agreement) commencing on the Effective Date or any anniversary of such Effective Date during the Term.
- **Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing:** have the meanings given to them in the Data Protection Legislation.
- **Customer Data:** (a) all information, data, materials, and content of any kind, whether or not Confidential Information, furnished or made available directly or indirectly to us by or on behalf of you, and/or processed via the Subscription Services, including information stored or entered into the Applications by Authorised Users or on behalf of you or any of your Permitted Entities and (b) all information, data, materials, and content derived from the foregoing including the output from such information and content;
- **Customer Personal Data:** Personal Data other than Supplier Personal Data supplied by or on behalf of the Customer and processed by us on your behalf in connection with our performance of our obligations relating to or arising from the Agreement;
- **Data Protection Legislation:** To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data. To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of Personal Data.
- **Documentation:** the documents made available to you by us (whether in electronic or hard copy), regarding your use of the applicable Software or Services, as updated by us from time to time, including (without limitation) online design documents, project plans, user instructions, release notes and training manuals;
- **Effective Date:** has the meaning given in clause 5.1;
- **EU GDPR:** the General Data Protection Regulation ((EU) 2016/679);
- **Event of Force Majeure:** an event outside the reasonable control of either Party (without that Party's fault or negligence) including an act of God,

war, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors (excluding strikes or industrial action of the Party's own employees, agents or subcontractors) which directly causes either Party to be unable to comply with all or a material part of its obligations under the Agreement;

- **Expenses:** the expenses relating to a particular Service described in the relevant Order for such Service and paid in accordance with clause 4;
- **Fees:** the fee for a particular Service set out in the relevant Order for such Service and paid in accordance with clause 4;
- **Hosting Environment:** the facilities and environment managed and/or utilised by or for us to provide the Services to you, including all software, servers, hardware, networks, equipment, tools, and telecommunications facilities and technology installed and/or used within such environment, as further described in the Order;
- **Implementation Services:** the services in respect of the implementation of an Application, to be provided by us to you as described in an Order;
- **Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Licensed Materials:** Software, Documentation, Upgrades, training materials, and/or any deliverables in connection with the Services;
- **Permitted Entity:** your Affiliate permitted to use the Licensed Materials as agreed in an Order or otherwise in writing with an authorised Xledger contact;
- **Personnel:** in relation to a Party, employees, officers, agents, subcontractors or third-party processors of that party or of that party's third-party processors;
- **Privacy Policy:** has the meaning given in clause 11.4;
- **Professional Services:** the professional services, other than the Implementation Services and Support Services, to be provided by us to you as described in an Order and as more particularly described in the Professional Services Specific Terms;
- **Professional Services Specific Terms:** the Xledger terms and conditions for the provision of the Professional Services;
- **Regulator:** any body or organisation which regulates all or any part of the business of either Party;
- **Security Measures:** the technical and organisational measures provided by us in connection with the Services);

- **Services:** any service provided by us to you, as described in more detail in an Order which may include, without limitation, the Subscription Services and/or the Support Services and/or the Professional Services and/or the Implementation Services;
- **Services Start Date:** the start date of the relevant Services as described in an Order;
- **Software:** the proprietary computer software programs of Xledger and Xledger's Licensors and all related materials, improvements, updates, licensed internal code, embedded Third Party Products, new releases, fixes, enhancements, derivative products and information utilised by Xledger in providing you the Application;
- **Subscription Services:** any and all hosting and support Services to be provided to you by us including the provision, management, and support of and the access to the Hosting Environment and hosted Applications, the Access Licence, the storing of Customer Data and/or any processing, compiling utilising any of the Applications or Hosting Environment as more particularly described in an Order;
- **Supplier Personal Data:** Personal Data supplied by or on behalf of the Customer and processed by Xledger in the capacity of a Controller;
- **Support Services:** the maintenance and support services in respect of the Subscription Services to be provided by us to you as set out in an Order and as more particularly described in the Support Services Specific Terms.
- **Support Services Specific Terms:** the Xledger terms and conditions for the provision of the Support Services;
- **Third Party Product:** software in object code form, database, service or content, including Documentation, updates and enhancements thereto if any, owned by an entity other than Xledger;
- **UK GDPR:** the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018) (as supplemented by section 205(4) of the Data Protection Act 2018);
- **Upgrades:** collectively, any update, customisation, enhancement, release, replacement or successor product, improvement, new version or other modification to the Software as may be required to enable the Applications to operate in conjunction with any new generally available releases and versions of the operating system, database and other computer programs with which they are designed to operate or which adds substantial new functionality thereto;
- **Virus:** any thing or device (including software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user

experience, including worms, trojan horses, viruses and other similar things or devices.

- **Xledger's Licensors:** third party platform and utility providers of Xledger necessary for Xledger to provide the Licensed Materials or Services.

14.2 The following rules of interpretation apply in the Agreement:

- (a) Clause, annex and paragraph headings shall not affect the interpretation of the Agreement.
- (b) A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- (c) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- (d) Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- (e) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- (f) A reference to a statute or statutory provision is a reference to it as it is in force as at the date of the Agreement.
- (g) A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of the Agreement under that statute or statutory provision.
- (h) A reference to these General Terms or to any other relevant specific terms is a reference to these General Terms or such other specific terms, in each case as updated from time to time
- (i) A reference to writing or written includes email.
- (j) References to clauses and annexes are to the clauses and annexes of the Agreement; references to paragraphs are to paragraphs of the relevant annexes to the Agreement.

SCHEDULE 1: Personal Data processing purposes and details

Independent Controllers - the Supplier and Customer act as Independent Controllers in relation to Supplier Personal Data processed in the provision of training services through Xledger's training platform.

The subject matter, type of Personal Data and categories of data subject are set out in the following table:

Subject matter of processing	The performance of the training services by Xledger, including provision of access to Xledger's training platform.
Type of Personal Data	First and last name, address, email address, and telephone number. No special categories of personal data (as defined by Article 9 of the GDPR) or personal data relating to criminal convictions and offences or shall be processed under the Agreement.
Categories of data subjects	Employees, officers, members, contractors, customers, suppliers, donors, company contacts, next of kin, prospects, leads of the Customer and its Affiliates

DATA PROCESSING ADDENDUM

This Data Processing Addendum including its Annex (“**Data Processing Addendum**”) sets out the terms and conditions upon which Xledger will process Customer Personal Data and forms part of the Agreement (as defined below) between Xledger Limited (“**Xledger**”) and the Customer (“**Customer**”)

The Agreement, including without limitation this Data Processing Addendum, takes effect in accordance with the General Terms

AGREED TERMS

1. Definitions and Interpretation

- 1.1 In this Data Protection Addendum defined terms shall have the same meaning, and the same rules of interpretation shall apply as in the remainder of the Agreement. In addition, in this Data Protection Addendum, the following definitions have the meanings given below:

Agreement: shall have the meaning given in the General Terms;

Business Purposes: the services to be provided by Xledger to the Customer as described in the Agreement and any other purpose specifically identified in Part A of 0 1.

Commissioner: the Information Commissioner (see Article 4(A3), UK GDPR and section 114, DPA 2018).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach and Processing: have the meanings given to them in the Data Protection Legislation.

Customer Personal Data: Personal Data supplied by or on behalf of the Customer and processed by Xledger on the Customer's behalf in connection with Xledger's performance of its obligations relating to or arising from the Agreement;

Customer Personal Data Breach: a Personal Data Breach affecting Customer Personal Data;

Data Processing Instructions: the documented instructions from the Customer, including those set out in the relevant Order, in relation to the processing of the Customer Personal Data;

Data Protection Legislation:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.
- b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of Personal Data.

Delete: to remove or obliterate Personal Data on Xledger's live systems such that it cannot be recovered or reconstructed (to the extent technically and legally practicable) and “Deletion” shall be construed accordingly;

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EEA: the European Economic Area.

Records: has the meaning given to it in clause 10.

Standard Contractual Clauses: (a) the European Commission's Standard Contractual Clauses for the transfer of Personal Data from the European Union to processors established in third countries (controller-to-processor transfers), as set out in the Annex to Commission Decision 2010/87/EU, or (b) the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries, as set out in the Annex to Commission Decision 2021/914/EU, or (c) any standard data protection clauses specified in regulations made by the UK Secretary of State under the Data Protection Laws and for the time being in force;

UK GDPR: the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018) (as supplemented by section 205(4) of the Data Protection Act 2018);

1.1 In the case of conflict or ambiguity between:

- (a) any provision contained in the body of this Data Processing Addendum and any provision contained in the Annexes, the provision in the body of this Data Processing Addendum will prevail; and
- (b) any of the provisions of this Data Processing Addendum and the provisions of the remaining terms of the Agreement, the provisions of the Agreement will prevail.

2. Personal data types and processing purposes

2.1 The Customer and Xledger agree and acknowledge that in relation to the Customer Personal Data and for the purpose of the Data Protection Legislation:

- (a) the Customer is the Controller and Xledger is the Processor.
- (b) the Customer retains control of the Customer Personal Data and remains responsible for its compliance obligations under the Data Protection Legislation, including but not limited to, providing any required notices and obtaining any required consents, and for the written processing instructions it gives to Xledger.
 - (a) Part A of 0 describes the subject matter, duration, nature and purpose of the processing and the Personal Data categories and Data Subject types in respect of which Xledger may process the Customer Personal Data to fulfil the Business Purposes.

3. Xledger's obligations

3.1 Xledger shall, in relation to the Customer Personal Data:

- (a) only process the Customer Personal Data to the extent, and in such a manner, as is necessary for the Business Purposes in accordance with the Data Processing Instructions. Xledger will not process the Customer Personal Data for any other purpose or in a way that does not comply with this Data Processing Addendum or the

Data Protection Legislation. Xledger shall inform the Customer if, in its opinion, any of the Data Processing Instructions infringe Data Protection Laws.

- (b) implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Personal Data, having regard to the state of the art, the cost of implementing any measures and the nature, scope, context and purposes of processing.
- (c) comply promptly with any Customer written instructions requiring Xledger to amend, transfer, delete or otherwise process the Personal Data, or to stop, mitigate or remedy any unauthorised processing.
- (d) reasonably assist the Customer, with meeting the Customer's compliance obligations under the Data Protection Legislation, taking into account the nature of Xledger's processing and the information available to Xledger, including in relation to Data Subject rights, data protection impact assessments and reporting to and consulting with the Commissioner or other relevant regulator under the Data Protection Legislation.

4. Customer's obligations

4.1 The Customer shall

- (a) ensure that the Customer Personal Data does not contain any special categories of personal data (as defined by Article 9 of the GDPR) or personal data relating to criminal convictions and offences.
- (b) comply with all applicable requirements of the Data Protection Laws, including in relation to the Customer Personal Data and providing Xledger with its Data Processing Instructions. In particular, the Customer shall ensure that it provides any required notices and obtain any required consents and registrations and comply with Chapter 5 of the GDPR (or any equivalent transfer requirements in the relevant jurisdiction) in order to enable lawful transfer of Customer Personal Data to Xledger (and Xledger's third-party processors) and lawful collection and processing of Customer Personal Data by Xledger (and Xledger third-party processors) for the duration and purposes of this Data Processing Addendum.
- (c) provide Xledger with its Data Processing Instructions in relation to the Customer Personal Data.

4.2 The Customer warrants and represents that Xledger's expected use of the Personal Data for the Business Purposes and as specifically instructed by the Customer will comply with the Data Protection Legislation.

5. Personal data breach

5.1 After becoming aware of a Customer Personal Data Breach, Xledger shall:

- (a) notify the Customer without undue delay (and if feasible within seventy-two (72) hours); and

- (b) use reasonable efforts to provide the Customer with the following information (whether at the same time as or subsequent to the notification in clause 5.1(a)):
 - (i) the name and contact details of the relevant individual to contact for more information about the Customer Personal Data Breach;
 - (ii) details of the nature of the Customer Personal Data Breach including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
 - (iii) details of the measures taken or proposed to be taken by Xledger to address the Customer Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

6. Cross-border transfers of personal data

- 6.1 Xledger (and any subcontractor) must not transfer or otherwise process the Customer Personal Data outside the EEA without obtaining the Customer's prior written consent.
- 6.2 By entering into the Agreement, the Customer hereby give consent under clause 7 of this Data Processing Addendum to Xledger transferring the Customer Personal Data outside the UK, including without limitation to Xledger's data centres located in Norway and other subcontractors located in Ireland and Sweden. The Customer hereby provides its prior, general authorisation for Xledger to transfer Customer Personal Data outside of the UK as required for the Business Purpose, provided that Xledger shall ensure that all such transfers are effected in accordance with Data Protection Legislation. For these purposes, the Customer shall promptly comply with any reasonable request of Xledger, including any request to enter into the Standard Contractual Clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the UK Information Commissioner from time to time (where the UK GDPR applies to the transfer).

7. Subcontractors

- 7.1 The Customer hereby give Xledger
 - (a) specific authorisation to engage the subcontractors set out in Part B of Annex 1 to process the Customer Personal Data and
 - (b) consent to transfer the Customer Personal Data to those third parties.

Xledger confirms that it has entered into and shall maintain, with those third-party processors, a written agreement incorporating data protection obligations which are substantially similar to those set out in this Data Processing Addendum. Xledger shall remain liable to the Customer for the performance of that third-party processor's obligations.

- 7.2 The Customer hereby gives Xledger general authorisation to engage third-party processors (other than those set out in Part B of Annex 1) to process the Customer Personal Data in connection with the provision of the Licensed Materials and the performance of the Services, provided that:

- (a) Xledger notifies the Customer of the proposed third-party processor, including providing details of the processing intended to be undertaken by that third-party processor; and
 - (b) The Customer are provided with an opportunity to object to the appointment of such proposed third-party processor within ten (10) Business Days after such notification.
- 7.3 If, within ten (10) Business Days of the notification in clause 7.2(a), the Customer notifies Xledger in writing of any objections to the proposed appointment:
 - (a) The Parties shall discuss such objections and work together in good faith: (i) to address the Customer's objections or (ii) to agree a change in the provision of the Licensed Materials or the Services which avoids the use of that proposed third-party processor; and
 - (b) if, within thirty (30) Business Days of Xledger's receipt of the Customer's notification pursuant to this clause 7.3, the Customer's objections have not been addressed and the relevant change has not been agreed pursuant to clause 7.3(a), the Customer may by written notice to Xledger with immediate effect terminate the Agreement to the extent that it relates to the Licensed Materials or the Services which require the use of that proposed third-party processor.
- 7.4 Where Xledger engage a third-party processor pursuant to clause 7.2 in relation to any Customer Personal Data, Xledger confirms that it has entered or (as the case may be) will enter with that third-party processor into a written agreement incorporating data protection obligations which are substantially similar to those set out in this Data Processing Addendum. As between Xledger and the Customer, where a third-party processor engaged by Xledger pursuant to clause 7.2 fails to fulfil its data protection obligations in relation to any Customer Personal Data, Xledger shall remain liable to the Customer for the performance of that third-party processor's obligations.
- 8. Data subject requests**
- 8.1 Xledger shall, to the extent permitted by applicable laws and regulations , promptly notify the Customer if it receives a Data Subject Request.
- 8.2 Taking into account the nature of the processing and the information available to Xledger, Xledger shall provide reasonable assistance to the Customer, at the Customer's cost, in responding to any Data Subject Request, to the extent that: (i) the Customer is unable to respond to the Data Subject Request without Xledger assistance; (ii) such response is required by Data Protection Laws; (iii) the Customer request such assistance in writing; and (iv) Xledger is permitted by Data Protection Laws to provide such assistance. Xledger shall provide details of its fees for assisting the Customer upon request.
- 9. Data return and destruction**
- 9.1 On termination of the Agreement for any reason or expiry of its term, subject to clause 9.2, Xledger shall:
 - (a) at the Customer's written request, Delete or return all the Customer Personal Data to the Customer. In the event that Xledger has not received such written request within thirty

(30) days of termination or expiry of the Agreement, the Customer shall be deemed to have requested the Deletion of the Customer Personal Data; and

- (b) Delete all existing copies of the Customer Personal Data in Xledger's possession.

Xledger shall comply with its obligations under this clause 9.1 promptly and in any event within thirty (30) days of receipt of the Customer's written request or deemed request and, on the Customer's written request, Xledger shall confirm in writing to the Customer that it has done so.

- 9.2 Xledger shall be entitled to retain or store the Customer Personal Data after termination or expiry of the Agreement to the extent that Xledger are required by Applicable Laws or any applicable governmental or regulatory authority to retain or store the Customer Personal Data. This Data Processing Addendum shall continue to apply to any such Customer Personal Data.

10. Records

- 10.1 Xledger will keep detailed, accurate and up-to-date written records regarding any processing of the Customer Personal Data, including but not limited to, the access, control and security of the Customer Personal Data, the processing purposes, categories of processing, and a general description of the technical and organisational security measures referred to in clause 3.1 (**Records**).

- 10.2 Xledger will ensure that the Records are sufficient to enable the Customer to verify Xledger's compliance with its obligations under this Data Processing Addendum and the Data Protection Legislation and Xledger will provide the Customer with copies of the Records upon request.

11. Audit

- 11.1 Subject to clause 11.2, Xledger shall on no more than one occasion in every twelve (12) calendar months and on thirty (30) Business Days' written notice from the Customer, allow the Customer or the Customer's designated auditor (other than a competitor of Xledger) to access the Records at Xledger's registered office on a date agreed during normal business hours to the extent necessary to demonstrate compliance by Xledger with its obligations in this Data Processing Addendum. The Customer will ensure that such access does not unreasonably disrupt Xledger operations.

- 11.2 To the extent that

- (a) the scope of any audit relates to Xledger's information technology and information security controls used in complying with its obligations under this Data Processing Addendum; and
- (b) Xledger has, within a period of 12 months of the Customer's written request for an audit, obtained its own ISAE, ISO or similar report of such systems from a qualified third party (Third Party Report), then

subject to Xledger confirming in writing, that there have been no system changes since the date of the Third Party Report, the Customer agrees to accept the Third Party Report in place of a further audit in respect of those elements. The Customer will treat such Third Party Reports as Xledger's confidential information under the Agreement.

- 11.3 The Customer is responsible for the costs of the Audit. If the Customer requires assistance from Xledger that Xledger reasonably believes goes beyond its obligations in applicable laws and regulations, Xledger may request payment at its standard rates for any additional service provided.

12. Indemnification

- 12.1 Xledger agrees to indemnify, keep indemnified and defend at its own expense the Customer against all costs, claims, damages or expenses incurred by the Customer or for which the Customer may become liable due to any failure by Xledger or its employees, subcontractors or agents to comply with any of its obligations under this Data Processing Addendum and/or the Data Protection Legislation.
- 12.2 The limitation of liability set forth in the General Terms will apply to this Data Processing Addendum's indemnity or reimbursement obligations.

ANNEX 1: Personal Data processing purposes and details

PART A: Xledger will act as Processor of Personal Data in relation to Customer Personal Data.

The purposes of and details of the Processing are set out in the following table

Subject matter of processing	The performance of the Services or Xledger's obligations, including provision of the Licensed Materials, under or in connection with the Agreement.
Business Purposes	The purpose of the processing is the (i) performance by Xledger of the Agreement as described above in "Subject matter of processing" of this Annex and (ii) to improve, enhance or analyse the performance of the Services, including the aggregation or anonymization of data.
Duration of processing	Xledger will process Customer Personal Data for the duration of the Agreement.
Nature of processing	In relation to the Customer Personal Data, the processing by Xledger (and its third-party processors) includes [collection, recording, organisation, structuring, storage, retrieval, accessing, consultation, reviewing, use, sharing or making available, restriction, anonymisation, erasure or destruction, all for the processing purposes set out above.
Type of Personal Data	First and last name, address, email address, telephone number, bank account information, personal ID number, payroll information. No special categories of personal data (as defined by Article 9 of the GDPR) or personal data relating to criminal convictions and offences or shall be processed under the Agreement.
Categories of data subjects	Employees, officers, members, contractors, customers, suppliers, donors, company contacts, next of kin, prospects, leads of the Customer and its Affiliates

PART B: Approved Subcontractors:

Name of Sub-processor	Delivery area	Urban location
Xledger Labs AS	Data center, hosting, backup IT support services, R&D	Oslo, Norway
Xledger Group AS	Consulting and support services, R&D	Oslo, Norway
Xledger AB	Consulting and support services	Stockholm, Sweden
Xledger AS	Consulting and support services	Oslo, Norway
AccessPay	Bank Statement Imports and Direct Debit processing	London, United Kingdom
Bottomline	BACS payment processing	London, United Kingdom
Yapily	Open Access Banking	Dublin, Eire
Cyclr	iPAAS provider	London, United Kingdom

SaaS SPECIFIC TERMS

These SaaS Specific Terms including its Annexes ("**SaaS Specific Terms**") contain the terms and conditions that govern your access to and use of the Xledger Software As a Service ("**SaaS**") (as defined below) and form part of the Agreement (as defined below) between Xledger Limited (also referred to as "**Xledger**", "**we**" "**us**", or "**our**") and you or the entity you represent ("**Customer**", "**you**" or "**your**").

15 Agreement and Interpretation

15.1 The definitions and rules of interpretation set out in clause 11 and in the General Terms apply in these SaaS Specific Terms

15.2 Our agreement is made up of the following (in order of precedence):

- (a) the order form for SaaS (as more particularly described in clause 1.3), executed by the Parties ("**Order**");
 - (b) these **SaaS Specific Terms**;
 - (c) any other relevant Specific Terms as referred to in clause 2.3 including the **Professional Services Specific Terms** and/or the **Support Service Specific Terms**;
 - (d) the Xledger General Terms of Business as updated from time to time ("**General Terms**"); and
 - (e) the Data Processing Agreement executed by the Parties ("**DPA**"),
- (together the "**Agreement**").

15.3 Each SaaS Order shall contain:

- (i) details of the Licensed Materials and/or Services to be provided (as applicable);
- (ii) any additional terms that will apply;
- (iii) the Fees and (if stated) any Expenses payable by you to us in respect of each Service; the date from which the Licensed Materials and/or the Service be provided;
- (iv) each Permitted Entity entitled to receive the Licensed Materials and/or Services;
- (v) the User Subscriptions to be granted; and
- (vi) any Assumptions.

16 Provision of the Services

16.1 We shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of the Agreement.

16.2 We shall use commercially reasonable endeavours to make the Services available in accordance with the SLA (set out at Annex 2):

16.3 Where indicated in an Order we will, as part of the Services and at the additional Fee set out in the relevant Order, provide the Customer with the Professional Services and /or the Support Services subject to the Professional Services Specific Terms and/or the Support Services Specific Terms (as applicable). The Customer may purchase enhanced support services separately at our then current rates.

16.4 The Customer acknowledges and agrees that in addition to the provisions of clause 8.1 of the General terms:

- (a) Xledger will not be responsible for delays, delivery failures or other losses resulting from the transfer

of Customer Data over communications networks or facilities, including the internet.

- (b) Xledger is unable to exercise control over the content of any information passing through the Application. We exclude all liability in respect of transmission or reception of information by the Customer or/and Authorised User, of whatever kind, or the accuracy of the contents of such information.

- (c) We develop and manage a suite of application programming interfaces (APIs) designed for integration with the Software. If you engaged any third parties to integrate their systems, applications or services with the Software, you are solely responsible for deploying, customising and maintaining such integration against our APIs. We reserve the right to modify or update our APIs at any time and it is your responsibility to monitor such changes and make necessary adjustments to any such third party integrations to ensure compatibility with and functionality of the Software.

17 User Subscriptions

17.1 Subject to the Customer purchasing the User Subscriptions in the Order, the restrictions set out in this clause 3 and the other terms and conditions of this Agreement, Xledger grants to the Customer the Access Licence to permit the Authorised Users to use the Services and the Documentation during the Term solely for the Customer's internal business operations.

17.2 In relation to the Authorised Users, the Customer undertakes that

- (a) the maximum number of Authorised Users that you authorise to access and use the Services and the Licensed Materials shall not exceed the number of User Subscriptions you have purchased from time to time;
- (b) you will not allow or suffer any User Subscription to be used by more than one individual Authorised User;
- (c) each Authorised User shall keep a secure password for their use of the Software and/or Licensed Materials;
- (d) each Authorised User shall keep their password confidential and shall not share such password with any other of your employees, contractors and agents;
- (e) no access controls or other security measures for the Software shall be deactivated, bypassed or otherwise circumvented by the Customer, unless where approved in writing by Xledger;
- (f) the Customer shall not attempt to gain unauthorised access to or otherwise interfere with or disrupt Xledger's systems, data or operations nor

shall the Customer engage with any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functioning of the Service, deliberate or otherwise; and

- (g) each Authorised User shall use the Software and/or Licensed Materials in accordance with the terms of the Agreement and you shall be responsible for any such user's breach of the Agreement.

18 Additional User Subscriptions

- 18.1 Subject to clause 18.2 and clause 18.3, the Customer may, from time to time during the Term, purchase additional User Subscriptions in excess of the number set out in the Order and we shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of the Agreement.
- 18.2 If the Customer wishes to purchase additional User Subscriptions, the Customer shall be responsible for activating the additional User Subscriptions within the system.
- 18.3 If the Customer chooses to activate additional User Subscriptions in accordance with clause 4.2, Xledger shall be entitled to invoice the Customer for the additional User Subscriptions at its then current prices from the end of the month in which those additional User Subscriptions were activated. For the first month, a full monthly charge will apply for each additional User Subscription regardless of the date in that month on which such User Subscription was activated by the Customer.

19 Customer Obligations

- 19.1 In addition to its obligations under the General Terms, the Customer shall be responsible for:
 - (a) ensuring that its network and systems comply with the relevant specifications required to access the Services and Licensed Materials;
 - (b) to the extent permitted by law and except as otherwise expressly provided in the Agreement, procuring, maintaining and securing its network connections and telecommunications links from its systems to our data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its network connections or telecommunications links or caused by the internet;
 - (c) the functional operation and administration of the Software and/or Licensed Materials to the extent that the Software allows; and
 - (d) the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 19.2 The Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Service, that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethically offensive; facilitates illegal activity, depicts sexually explicit images, promotes unlawful violence, is discriminatory based race, gender, colour, religious belief, sexual orientation, disability or is otherwise illegal or causes damage or injury to any person or property. We reserve the right, without liability or prejudice to our other rights to disable access to any material that breaches the provisions of this clause.

20 Fair Usage

- 20.1 The Customer acknowledges and agrees that Xledger will allocate an amount of system resources as is appropriate for a service the size and nature of that provided to the Customer. If the Customer's use of the Service places excessive demands on system resources compared to those typically experienced by Xledger for similar customers, Xledger may take any of the following actions at its sole discretion:
 - (a) disapply the SLAs in Annex 3;
 - (b) suspend the Service; and/or
 - (c) apply any reasonable additional charges in relation to the provision of excess capacity.

21 Definitions: the following definitions apply in these SaaS Specific Terms in addition to those set out in the General Terms:

- **Business Day:** a day (other than a Saturday, Sunday or public holiday) where banks in London are open for business;
- **Implementation Services:** the services in respect of the implementation of an Application, to be provided by us to you as described in an Order;
- **SLAs:** has the meaning given in Annex 2 to these SaaS Specific Terms;
- **Service Credits:** the amounts specified in Annex 1 to these SaaS Specific Terms as being creditable or payable for failure to meet the Availability Commitment (as that term is defined in the Annex);
- **User Subscriptions:** the user subscriptions purchased by you pursuant to an Order which entitles the number of Authorised Users specified in an Order to access and use the levels of Services and/or the Licensed Materials also set out in that Order;

ANNEX 1

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) forms part of the Terms and sets forth certain supplemental terms and conditions applicable to the availability of the Subscription Services. Unless otherwise defined herein, any capitalised terms defined in the Terms and used herein will have the same meaning specified in the Terms.

Covered Services

Unless otherwise specified in the applicable Order, this SLA applies to Customer’s paid subscriptions to Subscription Services pursuant to a SaaS Order (“**Covered Services**”).

The SLA applies to the availability for the production environment (www.xledger.net) of the Services and the consequences of any breach in the availability (“**Availability of Covered Services**”).

Xledger shall use commercially reasonable efforts to ensure that the Covered Services will be available to the Customer on a twenty-four hour, seven days a week (24x7) basis, for an average uptime of 99.5% in any given calendar quarter, subject to the exclusions set forth herein (the “**Availability Commitment**”).

Calculation of Uptime

Xledger use the following formula as a basis for service availability calculation.

$$\text{Service Availability (Calendar Quarter)} = \frac{(\text{Total Hours} - \text{Service Outage})}{\text{Total Hours}} \times 100$$

Service Credits

Following a service disruption event, if the actual availability for Covered Services falls below the Availability Commitment, Customer shall be entitled to a credit (“**Service Credit**”) equal to a percentage of the paid subscription fees attributable to the calendar quarter, according to the following schedule and subject to the conditions set forth herein:

Availability	Service Credit
99% - 99.49%	10% of quarterly subscription fees
95% - 98.99%	15% of quarterly subscription fees
Less than 95%	20% of quarterly subscription fees

To be eligible for a Service Credit, Customer is required to notify Xledger within three (3) Business Days following the occurrence of each applicable service disruption, by submitting a request to the applicable Customer Success Team. Any Service Credits will be applied by Xledger against future payments due for the applicable Covered Services or, at Xledger’s election (or if Xledger is unable to apply a Service Credit against future payments), a refund.

Allowable Maintenance and other Exclusions

Xledger may provide maintenance on its Hosting Environment from time to time. Xledger reserves ten (10) hours per calendar month for scheduled maintenance purposes and eight (8) hours per calendar month for updates.

Scheduled maintenance and updates will only be performed between the hours of 22:00 and 07:00 on Business Days or 20:00 and 07:00 on weekends and holidays, in each case based on the applicable deployment location time.

Under certain conditions, Xledger may need to perform urgent or emergency preventative maintenance, such as installing security patches. In such cases, Xledger may not be able to provide advance notice. Service disruptions due to scheduled or emergency maintenance and updates are referred to herein as “**Allowable Maintenance**”.

The Availability Commitment will not apply, and Customer shall not be entitled to any Service Credits or other remedies hereunder, with respect to service disruptions attributable to Allowable Maintenance, Events of Force Majeure or any actions or inactions on the Customer’s part (unless undertaken at Xledger’s express direction).

Exclusive Remedies

Customer’s rights and remedies specified in this Annex 1 set forth Customer’s sole and exclusive remedies, and Xledger’s sole and exclusive obligations, arising from or related to any failure to meet the Availability Commitment.

SUPPORT SERVICE SPECIFIC TERMS

These Specific Terms (“**Support Service Specific Terms**”) contain the terms and conditions that govern the provision of the support services provided by Xledger in relation to the Application (as defined below). These Support Service Specific Terms form part of the Agreement (as described within the General Terms and SaaS Specific terms). The definitions and rules of interpretation set out in the General Terms and the SaaS Specific Terms apply in these Support Service Specific Terms

GENERAL DESCRIPTION

The Support Services are provided to the Customer so that standard application and technical functions of the Xledger the Application continue to perform as per the SaaS Order, design documents and scope.

For all other applications or technical functions and/or errors caused by the Customer’s information systems and/or external third party products or services, Xledger may assist the Customer and any third party suppliers in diagnosing and resolving these issues or errors. However, the Customer acknowledges that these are outside the scope of the Support Services. Xledger reserves the right to charge at our then-prevailing rates.

SUPPORT SERVICES

From the Services Start Date and during the remainder of the Term, Xledger shall make available to Customer, standard technical support as specified in this Agreement with respect to the Application.

The Customer must appoint two (2) Support Contacts (the “**Support Contacts**”). Support Services shall only be provided to the Support Contacts who have both (i) has received sufficient, appropriate training on the Xledger product in relation to the Customer’s use of the Application and/or completed and passed Xledger’s applicable training courses, (ii) been identified as Support Contacts through the Customer Support Portal. The Support Contacts will attempt to resolve issues identified by the Customer’s End Users before raising a Support Ticket.

The Customer may change the Support Contacts through the Customer Support Portal. Other End Users shall use the Documentation (including online help within the Application providing field by field documentation, troubleshooting and FAQs, learning materials) and rely on the Support Contacts for their support. It is the Customer’s responsibility to provide up to date contact details for the Support Contact. Xledger shall not be liable for any failure that relates to the Customer’s failure to appoint adequately trained Support Contacts and provide their details through the Customer Support Portal.

Where a Support Contact has not received sufficient, appropriate training, the Customer acknowledges that this must be rectified within a reasonable timeframe at its own expense. Where mutually agreed, Xledger will assist the Customer by proposing and providing a reasonable programme of additional training to facilitate the Customer’s role in relation to the operation and support of the Application.

Xledger will use commercially reasonable efforts to resolve any Error reported to Xledger by Customer in accordance with the Support Request procedures set forth below.. Xledger may make changes to the Application or any Customer configuration as reasonably necessary to resolve an Error. Xledger will notify the Customer of any such changes that are made.

Customer shall cooperate fully with Xledger in the provision of the Support Services, including by providing Xledger, in a timely fashion, with such assistance and access to such Customer premises, systems, personnel and information, each as shall be reasonably required for the performance by Xledger of the Support Services.

Xledger will make no charge to the Customer for time spent in diagnosing and rectifying errors in the Service.

If the Customer reports an error in the Application and it is subsequently determined that no error exists, then Xledger reserves the right to charge the Customer for the time spent in diagnosing the problem.

SUBMITTING A SUPPORT REQUEST

Prior to submitting an Error report or other request for Support Services (each, a “**Support Request**”), a Support Contact is expected to consult the relevant Documentation. If the Support Contact is unable to resolve the issue by referencing the Documentation, then the Support Contact may submit a Support Request through the Customer Support Portal. A Support Request shall be logged in English by the Support Contact. The Support Request must

include enough information as reasonably necessary to assist Xledger to reproduce operating conditions similar to those present when the Customer detected the relevant Error and to respond to the relevant Support Request. This may include without limitation providing detailed problem description and screenshots to reproduce the incident.

No Support Request may be initiated by a Support Contact directly to any Xledger engineering or professional services personnel. This includes all telephone, fax, video call or e-mail contact of any kind on any subject. Xledger's support service centre personnel will be solely responsible for determining if and when any Support Request should be referred to other Xledger engineering or professional services personnel.

Xledger will respond (as necessary) to all Support Requests via the Customer Support Portal and/or by email. Where necessary (as determined by Xledger) and/or to expediate resolution, Xledger may respond to a Support Request directly via telephone or video call

SUPPORT SLAs

With respect to Errors properly reported by Customer in accordance with the terms of the Support Service Terms, Xledger will classify the Support Request as per the table below:

Priority Category	Priority Description	Priority Definition	Target Response Time
Urgent	Operationally critical	The Customer's use of the Application (in the production environment) is shutdown or so severely impacted that the use of the Application is impossible.	1 hour
High	Time critical	One or several critical business processes are disabled by the issue, causing major disruption but a short-term alternative solution is available.	2 hours
Medium	Important	Business processes are affected by the issue, causing some disruption. An alternative solution is available which can be instigated causing some operational impact, but is not a high priority categorisation.	4 hours
Low	Not time critical	Business processes are minimally affected by the issue. The issue can be bypassed with little operational impact, but is not a medium priority categorisation. This category also covers, but not limited to: request for new features and/or enhancements, errors in documentation and clarification on procedures.	By the end of the next Business Day

Xledger will use commercially reasonable efforts to adhere to the target response timelines.

The specific hours during which Customer is entitled to Support ("**Support Hours**") are 09:00-17:00, based on Xledger's Normal Business Hours, on a Business Day. All response time periods are measured starting from the first Support Hour following the reporting of an Error, and are tolled during all periods outside of the Support Hours.

The Customer must be available during the investigation, be able to answer inquiries from Xledger and provide relevant information in a timely manner. This may include providing detailed problem description and screenshots to reproduce the incident. If the relevant information or access is not made available, it may impact Xledger's ability to diagnose the Error and delay a Resolution. The Customer is responsible for ensuring that it is permitted to share any relevant data and/or information with Xledger.

Unless otherwise specified in the Order, this Support Policy sets forth Xledger's sole obligations, and Customer's exclusive remedies, in connection with any Error.

ESCALATION

In the event of any disagreement or issues relating to the provision of Support Services, the Support Contact may escalate the issue through the Support Escalation Process. Once a Support Escalation has been received, it will be handled by an Escalation Lead who will review and validate the issue. They will act as a single point of contact and drive a resolution.

The Customer shall give the Escalation Lead not less than ten (10) Business Days to resolve the issue.

The Customer shall supply a clear description of the escalation and make all supporting documentation and materials available during the Support Escalation Process.

EXCLUSIONS AND FAIR USE POLICY

Notwithstanding anything to the contrary contained herein, the following shall be excluded from the scope of the Support Services, except to the extent otherwise agreed by the Parties in writing (such as, pursuant to an Order):

- (a) any issue which, following investigation by Xledger, is determined not to be an Error in the Subscription Services, including issues related to third party software products or the failure to operate the Subscription Services in accordance with its Documentation;
- (b) any Professional Services in relation to training, development, project management, consultancy database amendments, deletion, custom mapping documents, additional works, or out of hours support.

The Customer agrees that the Support Services cannot be used in place of training or development work. Where a Customer query is identified as a request for a non-inclusive support service, Xledger will prepare a quote for the service in line with Xledger's then current prices.

The Support Services are intended to provide reasonable assistance for the use of the Application as specified in any design documents. Excessive, abusive, or inappropriate use of the Support Services may be subject to review, and Xledger reserves the right to limit or adjust the provision of Support Services to ensure fair usage for all customers.

DEFINITIONS

Application: the, databases, websites, programs, and/or any other applications incorporating our Software (including all Upgrades) and provided by you to your End User, as further described in an Order;

Error: an event experienced in relation to the Application that represents a failure of the Application to meet the requirements agreed in how the Application is designed and intended to operate;

Normal Business Hours: the hours between 09:00 – 17:00 local UK (GMT or BST as applicable) on a Business Day;

Resolution: one or more of the following actions, as appropriate, in response to a Support Request:

- Provision of the requested advice;
- Explanation of how a particular element of functionality should be used;
- Provision of an alternative method of system operation where an error has been identified and agreed;
- Where no alternative method of system operation or alternative solution is possible, confirmation that an Error has been identified and logged for appropriate treatment;

Support Contacts: those representative users of Customer named from time to time as support contacts for the Services as defined in these terms;

Support Escalation Process: the escalation process as updated from time to time by Xledger, which can be provided to the Customer upon request, which sets out the process for disagreements about the provision of Support Services.

Escalation Lead: the person responsible for reviewing and validating support escalations. When a request is validated, the Escalation Lead will work with the appropriate team/(s) and act as a single point of contact for the Customer and respond with an action plan to handle the disagreement. If an escalation is declined, the Customer shall receive a clear reason why from the Escalation Lead.

Support Request: a request for Support Services;

Support Services: the support services described in these terms and conditions;

Xledger: XLEDGER LIMITED incorporated and registered in England with company number 07082723 whose registered office is at 4th Floor Tower Wharf, Cheese Lane, Bristol, England, BS2 0JJ;

PROFESSIONAL SERVICES SPECIFIC TERMS

These Specific Terms (“**Professional Service Specific Terms**”) contain the terms and conditions that govern the provision of the professional services by Xledger to the Customer. These Professional Service Specific Terms form part of the Agreement (as described within the General Terms and SaaS Specific terms). The definitions and rules of interpretation set out in the General Terms and the SaaS Specific Terms apply in these Professional Service Specific Terms

GENERAL DESCRIPTION

These Professional Service Specific Terms will apply to the following activities, provided to the Customer by Xledger, implementation services, consultancy, project management, training and other related services.

Details of any project and the services will be detailed in an Order, as agreed by the Customer.

Xledger shall perform the services specified in the Order until the Order is delivered or is terminated.

It is agreed that the Services to be provided are limited to the Services specified in the Order.

CUSTOMER RESPONSIBILITIES

The customer will agree to:-

- i) Commit adequate resource to the project and ensure that key personnel are available at relevant times to provide input and instructions necessary to Xledger;
- ii) Provide all information reasonably requested by Xledger in a timely manner;
- iii) Ensure the information presented to Xledger for creating the Order is accurate and does not omit information pertinent to the scope of the Services;
- iv) Be responsible for extracting data from existing systems and for any effort associated with data or content migration, cleansing and content quality assurance;
- v) Identify all their business process requirements.
- vi) Keep Xledger informed on any developments which may impact on the delivery of the project.

SERVICE DELIVERY

Xledger agrees to perform the Services:

- i) In all material aspects as set out in the relevant Order.
- ii) in a timely and efficient manner in accordance with industry standards of professional conduct and integrity and with reasonable skill and care; and
- iii) in accordance with all legal requirements applicable to the Parties.

The Service will be delivered within Normal Business Hours unless otherwise agreed between both parties.

Unless otherwise agreed, the Services will be delivered remotely. For Services agreed to be delivered at the Customer's location, the Customer agrees that Xledger will be provided with full access to facilities, equipment and systems to enable delivery of the Service.

Provided that Xledger remains responsible for the delivery of the Service, it shall be entitled to sub-contract the delivery of the Service as set out in these terms.

If the elapsed time of the Services from initiation to Services Start Date, extends beyond the time as set out in the Order, resulting in an extended timeline, then additional project management fees may be charged as set out in the Order.

TERM & PAYMENT

The fees set out in the Order are estimates only, based on Xledger's understanding of the Customer's requirement. In the event that actual usage exceeds the estimate, the Customer will be charged on actual consumption on a time and materials basis in line with the Order.

Unless otherwise agreed in an Order, any Services delivered at the Customer's location or another location specified by the Customer, the Customer will be subject to reasonable expenses based on Xledger's then-current expenses policy.

Expenses will be charged along with the Services in which they relate.

Additional charges may apply if the Service is delivered outside of Normal Business Hours.

CANCELLATION

If dates for delivery of the Service have been agreed by Xledger and the Customer cancels or postpones part or all of the Services or Xledger is unable to provide the Service because of acts or omissions of the Customer, Xledger reserves the right to charge the Customer:

- i. 50% of the Relevant Fee if notice of cancellation and/or postponement is received by Xledger five (5) days prior to the agreed start date;
- ii. 100% of the Relevant Fee if notice of cancellation and/or postponement is received by Xledger two (2) days prior to the agreed start date;

CHANGE IN PROJECT SCOPE

If the Customer requests changes to the Project Scope, as defined in the Order, they will be agreed between both parties and a change control will be required. This will also include any extension to project timelines.

The parties will co-operate in good faith to agree the change in Fees as a result of the agreed changes. If the parties are unable to agree, Xledger shall be entitled to charge for the Service at prevailing rates.

USER ACCEPTANCE TEST

The Customer is responsible for setting and carrying out any user acceptance tests for the Service and/or any deliverables forming part of any project. Xledger will provide a draft test plan to support with this.

DEFINITIONS

Fees: the fee for a particular Service set out in the relevant Order for such Service and paid in accordance with the general terms;

Normal Business Hours: the hours between 09:00 – 17:00 local UK (GMT or BST as applicable) on a Business Day;

Project Scope: the project requirements as defined in an Order

Relevant Fee: the fees which would have been charged should the Service had not been cancelled;

Services: the services as described in the relevant Order;

Xledger: XLEDGER LIMITED incorporated and registered in England with company number 07082723 whose registered office is at 4th Floor Tower Wharf, Cheese Lane, Bristol, England, BS2 0JJ;