

## Axiell ALM Ltd SUPPLIER TERMS

The Supplier Terms (if any) applicable to LMS Call-Off Contracts are as listed below.

### Supplier Standard Terms

#### 1. The Supplier Acceptable Use Policy listed below:

Not applicable

#### 2. The Supplier Data Processing Agreement listed below:

Please see Axiell Data Processing Agreement, appendix **xx**

*Axiell will work with the customer to fill in a Data Processing Agreement in accordance to their data storage requirements. The agreed version will then be added to the order form as an appendix. Axiell can provide a draft DPA.*

#### 3. The Supplier Specific Shared Responsibility Model listed below:

Not applicable

### Supplier Service Specific Terms

#### 4. The Supplier SLA listed below:

Please see Axiell Standard SLA document, appendix **xx**.

*The Axiell Standard SLA document will be included as an appendix with the order form and is available on request.*

#### 5. The Supplier Licence Terms listed below:

### Concurrent Licence Terms

#### 5.1. Licence Model

5.1.1 The Supplier grants the Customer a non-exclusive, non-transferable right to access and use the Licensed Software on a **concurrent user** basis.

5.1.2 A “Concurrent User” means any individual who is actively logged into and using the Licensed Software at a given point in time, regardless of the total number of individuals who may have login credentials.

#### 5.2. Licence Limits

5.2.1 The Customer shall ensure that the number of Concurrent Users accessing the Licensed Software at any moment does not exceed the number of concurrent licences purchased under the Agreement.

2.2 The Supplier may provide technical controls to enforce concurrent limits. Where such controls are not in place, the Customer shall implement reasonable internal processes to ensure compliance.

### **5.3. Additional Users**

5.3.1 If at any time the Customer wishes to increase the number of concurrent licences, such increases shall be subject to the Supplier's then-current pricing and will be co- terminus with the existing contract term.

5.3.2 The Customer acknowledges that exceeding the permitted number of concurrent licences may result in additional fees being applied, calculated in accordance with the price list in force at the time of the breach.

### **5.4. Monitoring and Reporting**

5.4.1 The Supplier may monitor usage of the Licensed Software for the purposes of verifying compliance with the concurrent user limits.

5.4.2 The Customer agrees to provide reasonable assistance and access to usage data if requested by the Supplier for audit purposes.

4.3 Any discrepancies identified during an audit shall be remedied within thirty (30) days, including payment of any applicable additional licence fees.

### **5.5. User Accounts**

5.5.1 User accounts may only be allocated to the Customer's employees.

### **5.6. Restrictions**

5.6.1 The Customer shall not:

- enable any third party to access the Licensed Software except as expressly permitted;
- use shared, generic, or group accounts for the purpose of circumventing concurrent user limits;
- attempt to disable, bypass, or otherwise interfere with any usage-tracking functionality.

### **5.7. Suspension for Misuse**

5.7.1 If the Supplier reasonably determines that the Customer is repeatedly exceeding licensed concurrent limits and failing to remedy such breaches, the Supplier may temporarily suspend access to the Licensed Software until compliance is restored.