



Billables AI's Terms of Service available at the following URL: <https://billables.ai/terms-of-service> (the "ToS"). The terms and conditions of the ToS are hereby incorporated into this Service Order by reference. The Service Order and the ToS shall form the entire agreement between Customer and Billables AI with respect to the Service.

Precedence of UK Terms. In the event of any conflict or inconsistency between the terms of this Service Order (including Appendix B) and the Billables AI Terms of Service available online, the terms of this Service Order and Appendix B shall take precedence and shall govern. For the avoidance of doubt, UK-specific terms in Appendix B override any conflicting provision in the online Terms of Service.

Payment Terms. Payment Terms shall be as set out in **Appendix B**. Where the Customer selects annual billing, Fees may be invoiced annually in accordance with the Service Description.

Support and SLA. To the extent applicable, the corresponding Support Policy and SLA are attached hereto as **Appendix A**.

Appendix A

Billables Support Policy

Support. Billables will provide Customer with general support with respect to the Service during the period specified in the Service Order ("Support"). Billables will provide Support via Slack and email support@billables.ai during Pacific Time Zone business hours.

UK-Based Support. Tricostar will provide Customer with general support during UK business hours, 9.00am to 5.30pm UTC, excluding national holidays via Zoho Desk.

Billables Service Level Agreement

1. Uptime Commitment. Billables will use commercially reasonable efforts to: (a) make the Service available to Customer for 99.5% of all Scheduled Availability, calculated on a calendar quarter basis (collectively, the "**Uptime Commitment**"). "**Scheduled Availability**" shall be defined as 24 hours a day, 7 days a week, excluding any Downtime resulting from or in connection with: (i) any unauthorized use of the Service by Customer, (ii) Customer's vendor(s), service providers, or any third party connections, utilities, or equipment; (iii) scheduled maintenance; (iv) any conditions beyond Billables' reasonable control, including but not limited to internet outages or outages in connection with Customer's network or internet access; or (v) any Microsoft Azure Downtime or scheduled maintenance. All scheduled maintenance will be conducted following at least forty-eight (48) hours advance notice. "**Downtime**" shall mean a failure to access the Service.

2. Remedy. If Billables fails to meet the Uptime Commitment during the Service Term, Customer shall be entitled terminate the Agreement, provided Customer notifies Billables in writing of a failure to meet the Uptime Commitment within thirty (30) days of the date giving rise to the claim that the Uptime Commitment was not met, and such notice includes information reasonably necessary to support such claim. Notwithstanding anything to the contrary in this Schedule or the Agreement, the remedy in this Section 2 is the Customer's sole and exclusive remedy, and Billables' entire liability with respect to any claims in connection with or arising from Billables' obligations with respect to this Service Level Agreement.

The full Tricostar service level agreement is set out here: <https://tricostar.gitbook.io/tricostar-service-level-agreements/VA2ejFjOxjbH3nVmERup/>

Appendix B

UK-Specific Terms

These UK-Specific Terms ("Appendix B") apply where the Customer is located in the United Kingdom or governed by the laws of England and Wales. In the event of any contradiction or inconsistency between these UK-Specific Terms and the online Billables AI Terms of Service ("ToS"), this Appendix B shall take precedence.

1. Contracting Parties

1.1 For the avoidance of doubt, the Customer continues to contract with Billables Inc. for use of the Billables AI Service.

1.2 Tricostar Software Ltd acts as Billables AI's authorised UK distributor and billing agent. All invoicing and payments by the Customer shall be made to Tricostar Software Ltd as stated in this Service Order.

2. Fees, Billing & Taxes

2.1 Fees. Customer shall pay Tricostar Software Ltd the fees set out in this Service Order or applicable Service Description.

2.2 Payment Terms. Tricostar Software Ltd will invoice the Customer either monthly or in accordance with the billing frequency stated in the applicable Service Description. Where the Customer elects to pay monthly, all such payments must be made monthly in advance and exclusively by Direct Debit. No alternative payment method is accepted for monthly billing. Invoices are due pursuant to the corresponding Service Description. If any invoiced amount is not received by Tricostar by the due date, then without limiting Billables AI's or Tricostar's rights or remedies, those charges may accrue interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

2.3 Taxes. All Fees are exclusive of VAT. Customer shall pay any VAT properly chargeable under UK law. Customer will not deduct or withhold any taxes unless required by law; if required, Customer shall increase the payment so that Tricostar receives the full amount due.

2.4 Late Payment. Any overdue amounts may accrue interest at 1.5% per month, or the maximum rate permitted by law, whichever is lower.

2.5 Price Increase. Billables Inc. may adjust its fees from time to time. For Customers paying monthly, any price increase will take effect at least 30 days after written notice from Tricostar or Billables Inc. For Customers on annual billing, any price increase will take effect at the point of renewal only, and Tricostar will notify the Customer of the updated pricing in advance of the renewal date. Unless the Customer terminates the Service prior to the effective date of the price increase, continued use of the Service constitutes acceptance of the revised fees.

3. Governing Law & Jurisdiction

3.1 This Service Order, Appendix B, and the ToS (as modified herein) shall be governed by and interpreted according to the laws of England and Wales.

3.2 The parties submit to the exclusive jurisdiction of the courts of England and Wales.

4. Data Protection (UK GDPR)

4.1 The parties acknowledge that the UK GDPR and Data Protection Act 2018 apply.

4.2 When Billables AI processes personal data on behalf of Customer:

- Customer is Data Controller,

- Billables AI is Data Processor, and
- Tricostar Software Ltd acts as local processor/support partner only for the purposes described in the Service Order.

4.3 Billables AI shall:

- process personal data only on documented Customer instructions;
- implement appropriate technical and organisational measures;
- assist with data subject requests and DPIAs;
- notify Customer promptly of any personal data breach.

4.4 International Transfers. Where personal data is transferred outside the UK, Billables AI shall implement appropriate safeguards, including the ICO-approved UK Addendum to the EU Standard Contractual Clauses.

4.5 In the event of conflict between the ToS privacy terms and this clause, this clause takes precedence.

5. Liability

5.1 Nothing in the ToS or this Agreement limits or excludes liability for:

- death or personal injury caused by negligence,
- fraud or fraudulent misrepresentation,
- any other liability which cannot be excluded under the laws of England and Wales.

5.2 Any exclusion or limitation of liability in the ToS applies only to the extent permitted by English law.

5.3 The parties agree that the limitations of liability are reasonable considering the nature of the Service and its pricing.

6. Warranties

6.1 Billables AI warrants that it shall deliver the Service with reasonable care and skill, consistent with industry standards.

6.2 Any disclaimer of implied warranties in the ToS applies only to the extent permitted by English law.

7. Termination

7.1 Any termination rights in the ToS must be interpreted in accordance with English law, including requirements of fairness and reasonableness.

7.2 The Customer's obligation to pay all Fees for the full term remains, unless termination rights in this Service Order expressly state otherwise.

8. Notices

8.1 Notices to Customer may be served by email or to its registered office in the UK.

8.2 Notices to Billables AI must be copied to Tricostar Software Ltd for administrative purposes, but legal service upon Billables AI remains effective when sent to Billables Inc. at its registered address or via email as stated in the Service Order.

9. Precedence

9.1 If any term of the ToS conflicts with this Appendix B or the Service Order, this Appendix B and the Service Order shall prevail.

9.2 For UK customers, Appendix B is deemed to override or modify any conflicting U.S.-centric provisions of the ToS.