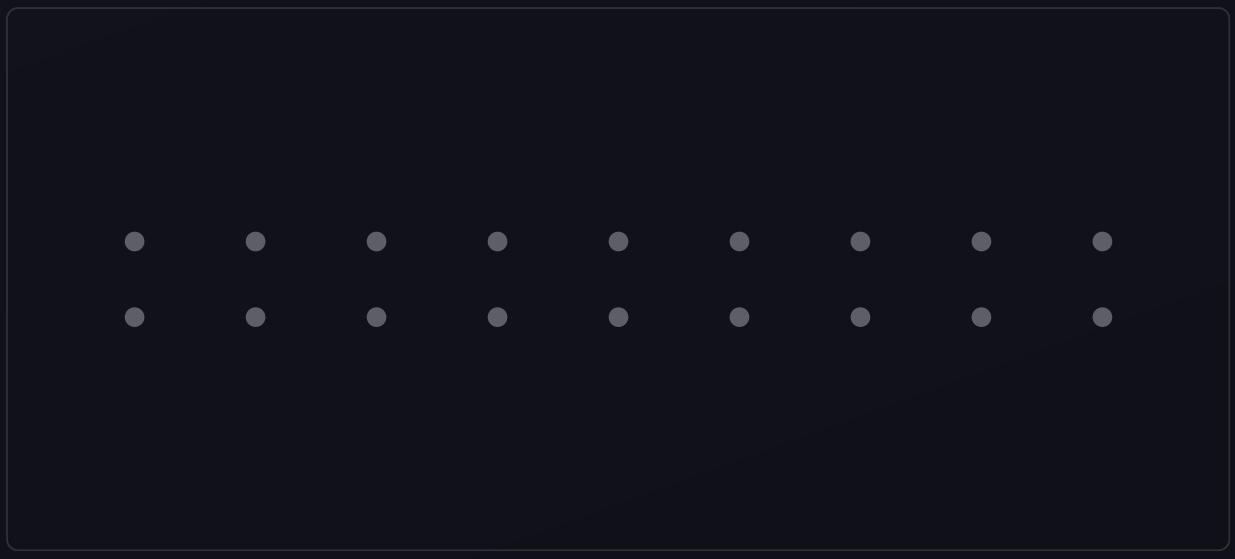
Onroute Intelligence®

November 2026



Subscription Terms (UK)

Subscription Terms, United Kingdom.

The agreement that governs access to and use of the Onroute platform, its pricing mechanics, and each party's commitments.

Provider

Onroute Intelligence, Inc.

Governing law

England and Wales, exclusive jurisdiction of its courts

Edition

November 2026 (v1.4), last updated 6 November 2026

Onroute Intelligence Inc. Subscription Terms (United Kingdom / England & Wales)

Edition: November 2026 (v1.4). Last updated 6 November 2026.

These Onroute Subscription Terms (these "Terms" or this "Agreement") are a binding agreement between Onroute Intelligence Inc., a corporation incorporated in the State of Delaware, USA, whose registered office is at 251 Little Falls Drive, Wilmington, Delaware 19808, USA ("Onroute", "we", "us" or "our"), and the organisation on whose behalf these Terms are accepted ("Customer", "you" or "your").

By clicking "I accept" (or a similar button or checkbox), by creating an account, by signing or accepting an Order that references these Terms, or by accessing or using the Service or any Trial or Beta Feature, you agree to be bound by these Terms with effect from the Effective Date. The individual accepting these Terms on behalf of Customer represents that (a) they are acting on behalf of a business, and not as a consumer, and (b) they have the authority to bind Customer to these Terms. If that individual does not have such authority, or if Customer does not agree with these Terms, that individual must not accept these Terms and Customer may not use the Service and/or any Trial or Beta Feature.

Customer and Onroute agree as follows.

Clause 1

Definitions

"Active Field User" means, for a calendar month, a Field User of a Paid Account who works, or against whose account the Service records, at least one job or visit in that month, or who is named in that month as the person who carried out, inspected or certified work on a certificate, form or record produced through the Service; Onroute's records are conclusive save for manifest error.

"Affiliate" means, with respect to Onroute or Customer, any entity that directly or indirectly controls, is controlled by, or is under common control with Onroute or Customer, respectively. "Control," for purposes of this definition, means direct or indirect ownership or control of more

than 50% of the voting interests of the subject entity.

"Claims" mean any third-party claims, demands, suits or proceedings.

"Committed Fees" means all recurring fees committed for a Term under an Order or at sign-up, including subscription, platform and plan fees, committed bundle and package fees, and User Licence Fees for committed seats, but excluding Flex fees, usage-based Metered Service Fees beyond committed amounts, and Token top-up purchases.

"Confidential Information" means, in each case whether disclosed orally, in writing, electronically, visually or by any other means, and whether before, on or after the Effective Date (including in connection with Customer's evaluation of the Service): (a) Customer Data; (b) the Service, Documentation, and the terms and conditions of this Agreement and all Orders and Pricing; and (c) each party's and its Affiliates' technical and business information (including but not limited to trade secrets, hardware, software, designs, specifications, techniques, processes, procedures, research, development, projects, products or services, business and marketing plans or opportunities, finances, vendors, penetration test results and other security information, defect and support information and metrics, and third party audit reports and attestations) that is designated by the disclosing party as confidential or the receiving party should reasonably know is confidential given the nature of the information and circumstances of disclosure.

"Customer Data" means all electronic data submitted by or on behalf of Customer to the Service.

"Customer Indemnitees" means Customer, its Affiliates, and their respective officers, directors, employees and agents.

"discretionary discounts" means reductions from Onroute's published rates applied at Onroute's discretion, including introductory and promotional rates, negotiated or bespoke rates or concessions stated in an Order, and the difference between a Partner Plan fee and the published rates for its components; the published term-commitment and volume-commitment rates set out in the Pricing are not discretionary discounts.

"Documentation" means Onroute's user guides and other end user documentation for the applicable Service available on the online help feature of the Service, as may be updated by Onroute from time to time, including without limitation Onroute's support and help-centre materials, and the 'Trust and Compliance' Documentation, in each case as made available by Onroute from time to time.

"Effective Date" means the earlier of (a) the date specified in the Order (the requested service start date) and (b) the date on which Customer first accepts these Terms or first accesses or uses the Service or a Trial or Beta Feature in any manner.

"Feedback" means suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the features, functionality or operation of the Service, or the Professional Services.

"Field Users" means Users who are able to have jobs or visits assigned to them within the Service. An individual lent to Customer through the Service by another organisation is a Field User of that organisation, and not of Customer, for the work for which they are lent; the booking gives that organisation access to the job as a Shared Job shared by Customer, and clause 4.2 applies to it accordingly; but a Field User of an account used in breach of paragraph (e) of the Seats paragraph of clause 2.2 whose work on Customer's Originated Jobs is recorded under that account, and an individual lent to Customer by such an account, is treated as a Field User of Customer for that work. Field Users may also use the Service's desktop and back-office functions. For a Paid Account, a User Licence Fee is payable for each Field User as set out in the Pricing and clause 8.1, subject to the Free Period and to any free seats granted under clause 8.1; where an Order provides for Flex billing, User Licence Fees are payable as set out in clause 8.1. No User Licence Fee is payable in respect of the Field Users of a Guest Account (see clauses 4.12 and 8.1).

"Force Majeure Event" means an event or circumstance beyond the reasonable control of the applicable Party (including acts of God, war, riot, civil commotion, epidemic or pandemic, malicious damage, fire, flood, or storm), but only to the extent this could not have been avoided through the taking of such precautions as would reasonably be expected of such Party in connection with the carrying-on of its business. For the avoidance of doubt, "Force Majeure Event" shall not include strikes, lock-outs or other industrial disputes (whether involving the workforce of the Party so prevented or of any other relevant person).

"Free Period" means, where the Pricing in force when Customer's account was created offered a free period for a stated number of Field Users, the period of that length, beginning on the date the account was created, during which no User Licence Fee is payable for up to that number of Field Users of a Paid Account, as provided in clause 8.1.

"Guest Account" means an account whose account type is set to Guest in the Service, as provided in clause 4.12. A Guest Account may receive and work Shared Jobs but may not originate jobs. Account type is a setting of the whole account held in the Service; it is not derived from billing or activity.

"Trial or Beta Feature" means an Onroute service, feature or functionality, additional to the Service Customer subscribes to or uses, that Onroute makes available to Customer to try at Customer's option, at no additional charge, and which Onroute clearly designates in the Service, the Documentation or an Order as "beta", "trial", "pre-GA", "pilot", "developer preview", "evaluation", "proof of concept (POC)", or by a similar designation. The Service itself, a Paid Account, a Guest Account, the Free Period and a free seat are not Trial or Beta Features, and are not made Trial or Beta Features, or free, by an Order, a proposal or any other communication that describes an arrangement as a trial, pilot, evaluation or proof of concept or by a similar term; Onroute does not offer free trials of the Service (see clause 8.1).

"Laws" means any local, state, or national law, treaties and/or regulations applicable to a respective party.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Metered Service Fees" means fees for usage-based items, including but not limited to payment-processing fees (including any minimum per-transaction fee), SMS fees, affiliate-portal access fees (a monthly fee for each affiliate-portal account provisioned in that month, as set out in the Pricing), job-sharing fees, and Tokens and Token-metered actions; but excluding User Licence Fees.

"Non-Onroute Application" means any web-based, offline, mobile or other software application, service, integration, plug-in or functionality that is provided by Customer or a third party and interoperates with a Service.

"Office Users" means Users who cannot have jobs or visits assigned to them within the Service (and are therefore not Field Users). No User Licence Fee is payable for Office Users, although their use of the Service may still incur Metered Service Fees and Tokens.

"Order" means each order by which Customer subscribes to, renews or changes the Service, specifying the Service ordered, the number and type of Users, the plan, the applicable Pricing and the Term, whether placed online by Customer through Onroute's self-serve sign-up, checkout or account-management tools, or agreed offline with Onroute in an Order Form or other ordering document, or otherwise agreed in writing with Onroute. An Order does not include any pre-printed terms on a Customer purchase order or any other terms on a purchase order, all of which are void.

"Order Form" means an ordering document agreed between Customer and Onroute (typically where a member of Onroute's sales team is involved), which specifies the products or services purchased by Customer or any of its Affiliates under this Agreement, including any product-specific terms, supplements, or addenda thereto. An Order Form is one form of Order.

"Originated Job" means a job created in, or imported or received into, Customer's account by any route other than as a Shared Job received from another organisation, and includes a job handed over to Customer under clause 4.13 while Customer has a Paid Account. A job handed over to Customer under clause 4.13 while Customer has a Guest Account is treated as a Shared Job received by Customer, not an Originated Job, unless and until Customer switches to a Paid Account.

"Paid Account" means an account whose account type is set to Paid in the Service, as provided in clause 4.12. A Paid Account may originate jobs, receive Shared Jobs and share jobs onward. An account is a Paid Account unless it is a Guest Account, including while it pays for no seats under a Free Period or any free seats Onroute grants it.

"Pass-Through Metered Fees" means only the following Metered Service Fees: payment-processing fees, SMS fees, and fees for Tokens and Token-metered actions.

"Onroute Indemnitees" means Onroute, its Affiliates and licensors, and their respective officers, directors, employees and agents.

"Pricing" means Onroute's then-current pricing for the Service (which may include, without limitation, subscription fees, User Licence Fees, Metered Service Fees, usage or token-based charges, allowances and applicable discounts), as set out in the applicable Order or, where not set out in an Order, as published by Onroute (including within the Service or on Onroute's website), in each case as updated from time to time in accordance with clause 8.

"Professional Services" means implementation and configuration services provided by Onroute in connection with the Service, as described more fully in a Statement of Work. Professional Services shall not include the Service.

"Service" means the products and services subscribed to by Customer under an Order or selected by Customer at sign-up and made available online by Onroute, including associated Onroute offline or mobile components, as described in the Documentation. "Service" excludes Professional Services, Support Services, Trial or Beta Features, training services, and Non-Onroute Applications.

"Shared Job" means a job shared by one organisation (the "sharing organisation") with one or more other organisations through the Service. One Shared Job covers one job at a single property or asset, including all visits and revisits for that job; work at different properties or assets constitutes separate jobs and separate Shared Jobs. A job gives rise to one Shared Job of the sharing organisation however many organisations that organisation shares it with and however many of them accept it. Where a receiving organisation with a Paid Account shares the job onward, that onward share is a separate Shared Job of which it is the sharing organisation. A Guest Account may not share a job onward.

"Statement of Work" means a document that describes certain Professional Services purchased by Customer under this Agreement and/or pursuant to an Order. Each Statement of Work shall incorporate this Agreement by reference.

"Support Services" means the support services provided by Onroute in accordance with Onroute's then-current support policy and as identified in an Order and the Service Level Agreement. In the event that the level of support is not identified in the Order, Customer shall receive a "basic" level of support that is included in the Service.

"Term" means the duration of the account's subscription to the Service as specified in the applicable Order or selected by Customer at sign-up, together with any Renewal Terms, as provided in clause 14.

"Users" means individuals (including non-human devices, such as applications or services) who are authorised by Customer to use the Service, with either desktop or mobile access, or both, for whom a subscription to the Service has been procured. Users may include, for example, Customer's and its Affiliates' employees, consultants, clients, external users, contractors, agents, and third parties with which Customer does business.

"User Licence Fees" means the fees for Field Users, as set out in the Pricing.

Interpretation. In these Terms, except where the context otherwise requires: (a) the headings are for convenience only and do not affect the interpretation of these Terms; (b) words in the singular include the plural and vice versa; (c) "including", "includes" and "in particular" are illustrative and do not limit the sense of the words preceding them; (d) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; (e) a reference to "writing" or "written" includes email; and (f) a reference to a clause is to a clause of these Terms.

Clause 2

Service and Professional Services

2.1 Onroute's Obligations

Onroute shall make the Service available to Customer pursuant to this Agreement and the applicable Order (if any) during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable (except as expressly permitted in clause 15.1) right during the Term to allow its Users to access and use the Service in accordance with the Documentation, solely for Customer's business purposes. Customer agrees that its purchase of the Service or the Professional Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Onroute with respect to future functionality or features. Onroute will comply in all material respects with the Laws of the United States and of England and Wales applicable to its provision of the Service. Onroute shall use commercially reasonable efforts to make the Service available to Customer 24 hours a day, 7 days a week, subject to the Service Level Agreement (meaning Onroute's then-current service level agreement for the Service, as made available by Onroute), which sets out the availability commitment (the "Availability Commitment") and Customer's sole and exclusive remedy for any unavailability of the Service.

2.2 Customer's Obligations

Customer is responsible for all activities conducted under its and its Users' logins to the Service. Customer shall use the Service in compliance with this Agreement, the applicable Orders, Documentation, and all applicable Laws and shall not:

- copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, commercially exploit, or encumber rights to the Service, or any part thereof, or make it available to anyone other than its Users;

- use the Service to store or process payment card or cardholder data, the Service not being intended or configured for such data (payments being handled by the third-party payment processor under clause 4.1);
- send or store infringing or unlawful material in connection with the Service;
- send or store Malicious Code to the Service;
- attempt to gain unauthorised access to, or disrupt the integrity or performance of, the Service or the data contained therein;
- modify, copy, duplicate, frame, mirror, republish, download, display, transmit or distribute all or any portion of the Service in any form or media or by any means or attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Service or create derivative works based on the Service, or any portion thereof;
- access the Service for the purpose of building a competitive product or service or copying its features or user interface; or
- delete, alter, add to or fail to reproduce in and on the Service the name of Onroute and any copyright or other notices appearing in or on the Service or which may be required by Onroute at any time.

The Service is not designed or intended for special categories of personal data (as described in Article 9 of the UK GDPR) or personal data relating to criminal convictions and offences (Article 10 of the UK GDPR). If Customer or its Users choose to submit, capture or share such data through the Service (including where a job or record containing such data is shared with another organisation), Customer does so at its own risk and is solely responsible for it, including for establishing a lawful basis and any Article 9 or Article 10 condition and for informing the relevant individuals, and Customer shall indemnify Onroute against any liabilities arising from such data.

Customer must keep passwords and other access details for use of the Service confidential and restricted to its Users. Customer will take all reasonable steps to ensure that nobody other than Users accesses the Service. A User account may be used by its assigned individual on more than one device, but must not be used by, or logged in on behalf of, more than one individual at any one time. Each User account is personal to one identified individual and must not be shared with, or used by, more than one individual. A User account may be reassigned to a different identified individual only on a genuine personnel change, and not so as to rotate access between individuals from month to month.

Seats. Customer shall not structure, record or configure its use of the Service, or of any other account on the Service, so as to avoid or reduce the User Licence Fees that would otherwise be payable for its Field Users, or to defeat any limit in the Service that protects the integrity of per-seat pricing. In particular Customer shall not, and shall ensure its Users and personnel do not: (a) create or keep a Field User account that does not belong to one identified individual (a placeholder account), or assign jobs or visits to such an account; (b) schedule or record durations, capacities, visit counts or job records that do not reflect the work genuinely

expected or carried out; (c) record, or permit to be recorded, work carried out by one individual under the Field User account of another individual or under an Office User account, other than through a correction function the Service provides for that purpose; (d) where Customer has a Paid Account, name as the person who carried out, inspected or certified work on any certificate, form or record produced through the Service, or permit to sign any such certificate, form or record as that person, an individual who does not hold a Field User seat (standard or Flex) for that month, unless that individual carried out the work as a Field User of another organisation (including one lent to Customer) and is not treated as a Field User of Customer under the definition of Field Users; (e) use a Guest Account, or an account of an Affiliate or of a person under common ownership or management with Customer, to receive or work Customer's own Originated Jobs so as to avoid User Licence Fees; or (f) obtain, or attempt to obtain, more than one Free Period for the same business, whether through separate accounts, successive sign-ups, Affiliates or persons under common ownership or management with Customer.

If Customer shares, or permits the sharing of, a User account, or otherwise acts in breach of the Seats paragraph of this clause 2.2, then in addition to its other rights and remedies Onroute may: (a) where Customer has a Paid Account, invoice Customer for, and Customer shall pay, the User Licence Fees for each individual whose work was recorded, in breach of the Seats paragraph, under a shared or placeholder account, under another individual's account or under an Office User account, and for each individual who, in breach of the Seats paragraph, signed, or was named as having carried out or inspected work on, a certificate, form or record produced through the Service without holding a seat, for each month in which that occurred, calculated as set out in the Verification and back-billing paragraph of clause 8.1, Onroute's records being conclusive save for manifest error and the individuals being established as that paragraph provides; and (b) suspend the affected User account(s) or Customer's access to the Service. Onroute will use commercially reasonable efforts to give Customer prior notice and a reasonable opportunity to remedy the breach before suspending, except where the breach is wilful or repeated. Suspension does not relieve Customer of its payment obligations.

Customer shall ensure that Users comply in full with the provisions of this Agreement.

Any use of the Service in breach of this Agreement, Documentation or Orders by Customer or Users that in Onroute's judgment threatens the security, integrity or availability of the Service may result in Onroute's immediate suspension of Customer's access to the Service; however, Onroute will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

In addition, Onroute may suspend Customer's or any User's access to the Service, immediately and without liability, where Onroute reasonably suspects that Customer or a User is in breach of the use or licence restrictions in this clause 2.2 or clause 4.8, is accessing or using the

Service to build, support or benefit a product or service that competes with the Service, or is otherwise misusing Onroute's intellectual property or Confidential Information. Onroute will give notice and an opportunity to explain where it reasonably can, but is not required to do so first where doing so would prejudice Onroute's investigation or its rights. Suspension under this paragraph does not relieve Customer of its payment obligations and is without prejudice to Onroute's other rights and remedies, including termination under clause 14.2.

Customer represents and warrants that all information it provides to Onroute (including on sign-up) is true, accurate and complete, and that it and its Users access and use the Service in good faith for Customer's own genuine business use of the Service and for its intended purpose. Onroute may rely on the foregoing; if it is or becomes untrue, or if Customer or a User accesses or uses the Service otherwise than as stated, Onroute may suspend or terminate access immediately and without liability, without prejudice to Onroute's other rights and remedies, including its remedies for misrepresentation.

Notice to personnel. Customer acknowledges that Onroute processes Service usage metadata, including login, session and device records and any location data the Service records for the devices used under an account, if available, as an independent controller for billing, licence verification, security and fraud prevention, as set out in the DPA and Onroute's privacy notice, and warrants that it has informed, and will inform, each of its Users, and each other individual whom it names or permits to be named in the Service as having carried out, inspected or certified work, of that processing, by providing them with or directing them to Onroute's privacy notice.

2.3 Business use only

Customer represents and warrants that it is entering into this Agreement in the course of its business, trade or profession and not as a consumer, and that the Service is procured for business purposes only. Customer acknowledges that consumer-protection legislation, including the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, does not apply to this Agreement.

2.4 Professional Services

Customer and Onroute may enter into Statements of Work that describe the specific Professional Services to be performed by Onroute. If applicable, while on Customer premises for Professional Services, Onroute personnel shall comply with reasonable Customer rules and regulations regarding safety and conduct made known to Onroute in writing prior to such engagement and will, at Customer's reasonable request, promptly remove from the project any Onroute personnel not following such rules and regulations.

2.5 Customer Affiliates

Customer Affiliates may purchase and use the Service and Professional Services subject to the terms of this Agreement by executing Orders or Statements of Work hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer shall be deemed to refer to such Customer Affiliate for purposes of such Order(s) or Statement(s) of Work. A Customer Affiliate agrees to be bound by this Agreement and the applicable Orders or Statements of Work executed by the Customer Affiliate.

Clause 3

AI Features

3.1 AI Output

AI features and Output. This clause 3 applies only where, and to the extent that, the Service makes AI features available to Customer. AI features may not be available at all times or to all customers, and Onroute may add to, change, suspend or withdraw them; where the Service includes no AI features, this clause imposes no obligations and confers no rights in respect of them. Where the Service does include features that use artificial intelligence to generate content, suggestions and other output (such as drafted messages, quotes, route recommendations and readiness checks), that output is "AI Output", and the following applies. Given the probabilistic nature of these features, AI Output may be inaccurate or incomplete, and may not reflect real people, places, facts or circumstances. AI Output is provided "as is," and, notwithstanding clause 10.1, Onroute does not warrant its accuracy, completeness, quality or fitness for any purpose. Customer is responsible for evaluating AI Output and deciding whether it is suitable for Customer's purposes, and must review it using appropriately qualified human judgement before relying on it, acting on it, or sending it to any third party. Customer is solely responsible for its use of, and any decision, communication, quote or action based on, AI Output.

3.2 Model training and Service improvement

Model training and Service improvement. Onroute may de-identify Customer Data (including images and other content submitted to the Service, and including Customer's inputs to, and AI Output generated by, the AI features) by removing or obscuring personal data (including

names and contact details, faces, vehicle registration marks and precise location metadata), or by aggregation, so that it no longer identifies, and cannot reasonably be used by any person to identify, Customer, any User or any other individual. Onroute may use such de-identified data to operate, secure, analyse, develop, train, fine-tune, evaluate and improve its systems, models, products and services, including models and features made available to all customers, and including through third-party AI providers engaged as subprocessors to host, train, fine-tune or evaluate models for Onroute, and shall not make that data, or any model trained on it, available to any third party for that third party's own purposes. Personal data within Customer Data is used for model training and improvement only after de-identification or aggregation as set out in this clause, and Onroute will not authorise any third party to use Customer Data that identifies any individual to train that third party's own generally available models. This clause does not limit Onroute's rights in respect of Usage Data under clause 7.4. Models, weights and improvements resulting from these uses are Onroute's. Nothing in clause 6 (Confidentiality) restricts the uses expressly permitted by this clause.

3.3 Ownership of inputs and outputs

Ownership of inputs and outputs. As between the parties, Customer owns its inputs to the AI features (which form part of Customer Data) and, to the extent permitted by law, Onroute assigns to Customer all right, title and interest Onroute may have in the AI Output generated for Customer from those inputs. Customer may use that AI Output for any lawful purpose. Customer's ownership of its inputs and AI Output is subject to Onroute's rights under clause 3.2 to de-identify Customer Data and to use the resulting de-identified data to develop and improve its own systems, products and services. Onroute and its licensors retain all right, title and interest in and to the Service, the AI features and the underlying models, and nothing in this clause grants Customer any rights in them. Because AI Output is generated probabilistically, Onroute does not warrant that it is unique or original, and the same or similar output may be generated for other customers. To the extent any assignment under this clause is not effective, Onroute grants Customer an exclusive, perpetual, irrevocable, worldwide, royalty-free licence to use the relevant AI Output for any purpose.

3.4 Third-party model providers

Third-party model providers. The AI features rely on artificial-intelligence models and services provided by third parties. Onroute may change the third-party providers, models or services it uses for the AI features at any time. The availability, performance and behaviour of the AI features depend on those third parties, and their unavailability, changes, deprecations or errors may affect or interrupt the AI features. Onroute is not liable for any failure, unavailability or change of a third-party provider that is beyond Onroute's reasonable control. Onroute's use of such providers to process Customer Personal Data is governed by the DPA, including its sub-processor terms.

3.5 AI acceptable use

AI acceptable use. In addition to Customer's obligations in clause 2.2, Customer shall not, and shall ensure its Users do not: (a) use the AI features to generate or disseminate content that is unlawful, harmful, infringing, or deliberately false or deceptive; (b) use AI Output to train, fine-tune or develop any artificial-intelligence or machine-learning model, or any product or service, that competes with the Service; (c) circumvent, interfere with, manipulate or artificially inflate the consumption or metering of Tokens or any usage limit; (d) input into the AI features any content or data that Customer does not have the right to submit, or that infringes any third party's rights; (e) attempt to discover, extract, copy or replicate the underlying models, model weights or any system or hidden prompts, or use the AI features to build, train or benchmark a competing model, whether by distillation, scraping or otherwise; or (f) circumvent, disable or interfere with any safety filter, guardrail, rate limit or other technical control applied to the AI features, including by prompt-injection or jailbreak techniques.

Where Customer uses the AI features (including any agent) to communicate with, or to make or support decisions affecting, individuals, Customer is responsible for making any AI-transparency disclosure required by applicable law, including informing those individuals, where required, that they are interacting with or receiving content generated by artificial intelligence.

3.6 AI agents

AI agents. The AI features include agents that, where Customer enables and configures them, can take actions on Customer's behalf (such as creating and sending quotes, scheduling or rescheduling jobs, and communicating with Customer's customers) and may do so without a human reviewing each action before it takes effect. Customer enables, configures, and sets the guardrails and limits for each agent, and an agent may act only within Customer's account and with no greater access than a User. Customer authorises, and is responsible for, all actions taken by its agents as if Customer had taken them itself, and remains subject to its review obligations in clause 3.1. Customer acknowledges that some agent actions (including messages or other communications sent to third parties) cannot be undone. Where an agent communicates with, or takes decisions affecting, individuals, Customer is responsible as controller for compliance with applicable data protection law, including any transparency and automated-decision-making requirements. Onroute is not responsible or liable for actions taken by Customer's agents as enabled and configured by Customer.

Clause 4

Additional Service Terms

4.1 Payment processing

Payment processing. Where Customer accepts payments from its own customers through the Service, those payments are processed by a third-party payment processor (currently Stripe) under the processor's own terms, which Customer must accept. As between Customer and its own customers, Customer is the seller and merchant of record for its sales; Onroute provides the integration only, does not hold or control Customer's funds, and is not responsible for the payment processor or those payments. Customer's funds are received and settled by the payment processor, not by Onroute, and Onroute does not provide payment services and is not authorised or regulated under the Payment Services Regulations 2017. Customer is solely responsible for its transactions processed through the Service, including all refunds, chargebacks, reversals and any negative balance on its account with the payment processor. Onroute may charge a software fee in connection with payments processed through the Service, as set out in the Pricing. Where the Pricing states an all-in payment-processing rate, that rate is inclusive of the processor’s fees for standard UK transactions and is the total processing charge payable through Onroute, subject only to the minimum per-transaction fee and, for non-UK, commercial or premium-network cards, the processor’s published rate for the applicable card type plus the percentage stated in the Pricing. This applies however the charges are structured with the processor: the total payable by Customer for processing a transaction will not exceed the amount produced by the applicable Pricing rate.

4.2 Job sharing

Job sharing. The Service allows Customer to share jobs with other organisations on the Service (subject to the fees set out in the Pricing). Onroute provides the platform that connects organisations but is not a party to any job, arrangement or transaction between Customer and any other organisation. The organisations involved are solely responsible for their arrangements, the performance and quality of the work, and any dispute between them, and Onroute is not liable for the acts or omissions of any other organisation. Where Customer shares a job that includes personal data with another organisation, Customer and that organisation each act as independent controllers of that personal data, and each is responsible for its own compliance with applicable data protection law in respect of it. Save as clause 2.9 of the DPA provides for Service usage metadata, Onroute processes the shared personal data only as necessary to transmit it between the organisations, in accordance with the DPA. Sharing a job with an organisation that has a Paid Account is free: no job-sharing fee is payable and no allowance or bundle share is consumed on its acceptance. Job-sharing fees

are payable by the sharing organisation, once only for each Shared Job, on the first acceptance of that Shared Job by a receiving organisation that has a Guest Account at the moment of acceptance, as set out in the Pricing; the receiving organisation's account type is fixed for that acceptance at that moment, and a later change of its account type does not alter the fee. No further job-sharing fee arises, and no further allowance or bundle share is consumed, because the same Shared Job is accepted by more than one organisation, whatever their account types, or because of later acceptances of it. Where a receiving organisation with a Paid Account shares the job onward, that onward share is its own Shared Job and it is the sharing organisation for it. An organisation is never charged a job-sharing fee as a sharing organisation while it has a Guest Account. A Shared Job returned by a receiving organisation with a Guest Account through the Service within 48 hours of its acceptance, with no site activity recorded, is credited by restoring the consumed share to the same calendar month's allowance or bundle or, where a pay-as-you-go fee was charged, by crediting that fee; where such a credit is given, the next acceptance of that Shared Job by a Guest Account is chargeable as a first acceptance; an acceptance by a Paid Account, which consumed nothing, neither earns nor affects a credit; Onroute may withhold credits for patterned accept-and-return activity between the same organisations. Onroute will not make a Shared Job available to a receiving organisation except through that organisation's own account, under its own agreement with Onroute and its own acceptance of these Terms; the receiving organisation is a separate customer of Onroute and is not under the control of the sharing party. Any free monthly allowance of Shared Job fees set out in the Pricing accrues per Active Field User of a Paid Account for whom a User Licence Fee or Flex fee is payable for that month (and not for a Field User who is free under the Free Period or any free seats Onroute grants), subject to any per-account cap in the Pricing; a Guest Account accrues no allowance. Shares to Guest Accounts are charged against the free allowance first, then against any committed share bundle, and then at the pay-as-you-go rate in the Pricing, to which no cap applies. Each share line on Customer's invoice states whether the share was free because the receiving organisation had a Paid Account, was taken from the allowance or a bundle, or was charged at the pay-as-you-go rate. So that a sharing organisation can see whether a share will be charged, the Service shows it the receiving organisation's current account type when it shares, and Onroute may show Customer's account type to organisations that share with it or propose to; Customer consents to that disclosure and it is not a breach of clause 6. Where Onroute operates a directory or marketplace of organisations on the Service, it may list Customer's account type in it, and Customer may opt out of being listed at any time through the Service or by notice to Onroute.

Affiliate portal. Where Onroute makes the affiliate portal available, Customer may grant its nominated affiliates limited access to it. Affiliate-portal accounts are not User accounts, carry no User Licence Fee, and count for no purpose under this Agreement other than the affiliate-portal access fee, which is payable for each affiliate-portal account provisioned in a calendar month, at the rate set out in the Pricing.

4.3 Location tracking

Location tracking. If Customer enables any location-tracking feature, Customer is responsible for ensuring it has a lawful basis for tracking the individuals concerned (including its own personnel) and for informing them as required by applicable data protection and employment law. Customer indemnifies Onroute against any claim arising from Customer's use of location tracking.

4.4 Account ownership

Account ownership. The organisation that first registers an account, or on whose behalf it is registered, is the account owner and is responsible for its Users and their access. Onroute is not obliged to resolve, and is not responsible for, any dispute about who is entitled to control an account. Where such a dispute arises, Onroute may, without liability and at its discretion, suspend access to the account until the dispute is resolved and/or act on the instructions of the person it reasonably considers authorised, and may require evidence of authority. Customer indemnifies Onroute against any claim arising from such a dispute or from Onroute acting under this clause.

4.5 Third-party integrations

Third-party integrations. The Service may integrate with third-party products and services (for example, accounting software such as Xero or Sage). Use of any third-party product or service is governed by that third party's own terms, and any exchange of data with it is at Customer's discretion and risk. Onroute does not control and is not responsible for third-party products or services, their availability, or their acts or omissions; Customer's dealings with any third-party provider are solely between Customer and that provider. Where Customer installs, enables or connects a Non-Onroute Application, Customer authorises it (and its provider) to access and exchange Customer Data as required for the interoperation, and Onroute is not responsible or liable for any access to, or use, disclosure, modification or deletion of, Customer Data by a Non-Onroute Application or its provider.

4.6 Changes to features

Changes to features. Onroute may add, modify or discontinue individual features of the Service from time to time (for example, where required by a third-party provider, for legal or security reasons, or because a feature is deprecated or replaced), provided that Onroute will not materially decrease the overall functionality of the Service during a paid Term (consistent with clause 10.1). Material changes are subject to clause 15.9.

4.7 Export of Customer Data

Export of Customer Data. During the Term and for a period of 30 days after termination or expiry, Customer may export its Customer Data from the Service in a commonly-used machine-readable format, using the per-document downloads and CSV exports the Service provides. Where Customer switches to a Guest Account, its Customer Data relating to its Originated Jobs and the customers, sites and contacts behind them may be exported only during the 90-day window in clause 4.13, after which it is handed over or deleted as that clause provides, even though the Term continues. After the applicable period, Onroute may delete Customer Data in accordance with this Agreement and the DPA. Where Customer's account is closed or this Agreement ends, jobs that other organisations still need are handed over as provided in clause 4.13 before deletion. Customer is responsible for maintaining its own copies and backups of its Customer Data, including the certificates, invoices and other records it must keep by law, and should not rely on the Service as its sole repository; this is in addition to, and does not reduce, Onroute's security obligations under the DPA.

4.8 API and programmatic access

API and programmatic access. Onroute may make available application programming interface (API) and Model Context Protocol (MCP) access to the Service, authenticated by API keys, OAuth credentials or both. API and MCP access is available only to a Paid Account whose Order includes it and commits the account, for a commitment Term of at least 12 months, to Committed Fees of at least the minimum monthly amount stated in the Pricing or in the Order (the "API Minimum") for every month of that Term. For this purpose the Committed Fees for a month are the Committed Fees payable for that month after any discount, before any credit (including a credit of a Set-up Fee under an Order) and exclusive of Taxes, an amount committed for a longer period counting evenly over its months. Only Committed Fees count toward the API Minimum: a Set-up Fee, Flex fees, Metered Service Fees, Token top-up purchases and any other fee that is not a Committed Fee do not. The Account commitment Term paragraph of clause 8.1 applies to that commitment, so the committed lines that make up the API Minimum may be increased but not reduced before the commitment Term ends, and the Early Cancellation Fee in clause 14.2 and the acceleration in clause 14.3 apply to them as to any other Committed Fees. Where the account already has a commitment Term when an Order that includes API and MCP access takes effect, that Order starts a new commitment Term for the whole account, of at least 12 months from the date it takes effect; every committed line then on the account runs on that new commitment Term as the Account commitment Term paragraph of clause 8.1 provides, at the rate the Order states for it or, where the Order states none, the rate then applying to it; and the months of that new commitment Term are the months that count under this paragraph. API and MCP access is not available to an account whose Committed Fees do not meet the API Minimum, and where an account's Committed Fees fall below the API Minimum during the commitment Term (as they may where Customer reduces or cancels a committed package or bundle under clause 8.1 after a change in its effective cost) API and MCP access ends from the date they fall below it; in neither case is a

shortfall charge or any other sum payable because of that. API and MCP access ends at the end of the commitment Term unless the account renews, for a further commitment Term of at least 12 months, with Committed Fees of at least the API Minimum, and ends in any event when the Order that includes it or this Agreement ends; when API and MCP access ends Onroute may revoke the account's API keys and credentials. Through such access, Customer and the tools it authorises may perform the same operations that a User may perform, subject to this Agreement, the Documentation and any technical requirements Onroute specifies. Customer is responsible for keeping its API keys and credentials secure and for all activity carried out through them, as if carried out by a User. AI features and other metered actions performed through the API or MCP consume Tokens at the same rates as within the Service.

Onroute may apply rate limits and other technical controls to protect the security, integrity and availability of the Service, and may throttle, suspend or block access that exceeds them; such limits are operational and may change, and Onroute gives no commitment as to any particular limit.

Customer may build integrations and applications that interoperate with the Service through the API or MCP, provided that Customer: (a) complies with this Agreement (including the acceptable-use provisions) and any developer or attribution requirements Onroute publishes; (b) displays Onroute's name and logo and a link to the Service in any such integration or application, in the manner Onroute reasonably requires; (c) does not use the API, MCP or Service to build or support a product or service that competes with the Service, or resell or make the Service available to third parties except as expressly permitted; and (d) is solely responsible for its integrations and applications, and for the acts of any tool or third party it connects. Onroute is not responsible for, and gives no warranty in respect of, any Customer or third-party integration or application. Onroute grants Customer a limited, non-exclusive, revocable, non-transferable licence to use Onroute's name and logo solely to provide the attribution required by this clause and in accordance with any brand guidelines Onroute publishes. All goodwill arising from that use accrues to Onroute, and Onroute may revoke the licence, or require Customer to modify or remove the attribution, at any time.

4.9 Mobile applications

Mobile applications. Onroute may make the Service available through mobile or other applications distributed via third-party platforms and app stores, including the Apple App Store and Google Play, and any in-vehicle or other interfaces operated by Apple or Google that Onroute may make available (such as Apple CarPlay and Android Auto) (each an "App Platform"). This clause applies whenever Customer or a User downloads, installs or uses such an application.

Customer acknowledges that: (a) this Agreement is between Customer and Onroute only, not with any App Platform provider, and the App Platform providers are not responsible for the application or its content; (b) the application is licensed, not sold, for use only on a device Customer or the User owns or controls and as permitted by the applicable App Platform's usage rules; (c) Onroute, and not the App Platform provider, is solely responsible for the application and for any maintenance, support, warranties and remedies, and for addressing any claims relating to it (including product liability, legal or regulatory non-compliance, and infringement of third-party rights); (d) Customer and its Users must comply with the applicable App Platform's terms; and (e) Customer and each User is not located in a country subject to a US Government embargo, and is not on any US Government list of prohibited or restricted parties.

The App Platform providers and their subsidiaries are third-party beneficiaries of this clause and may enforce it against Customer and its Users.

4.10 Customer's customers and consumer law

Customer's customers and consumer law. Customer uses the Service to deal with its own customers and end-customers, many of whom may be consumers. All contracts, quotes, bookings, service or maintenance plans, subscriptions, communications, marketing and payments between Customer and its customers are solely between Customer and its customers. Onroute is not a party to, and has no responsibility or liability for, any such contract, arrangement, transaction or dealing, or any dispute arising from it.

Customer is solely responsible for complying with all laws applicable to its dealings with its customers, including all consumer-protection and direct-marketing law (for example, the Consumer Rights Act 2015, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, the Digital Markets, Competition and Consumers Act 2024, including its unfair-commercial-practices and subscription-contract provisions, and the Privacy and Electronic Communications (EC Directive) Regulations 2003). This includes responsibility for: providing all required pre-contract information, cancellation and cooling-off rights and refunds; meeting all subscription and auto-renewal requirements, including any reminder notices and cancellation facilities; presenting prices and charges transparently and not in a misleading manner; ensuring that its own terms and contracts with its customers are valid, fair, binding and enforceable; and the content, accuracy, fairness and lawfulness of all communications, quotes, terms and marketing it issues to its customers through the Service, including any that are drafted, generated or sent using the AI features or an agent.

Onroute does not warrant or represent that the Service, or any of its features, templates, workflows, booking or checkout flows, subscription or renewal functionality, pricing displays, AI features or AI Output, will achieve or ensure compliance with any law applicable to Customer's dealings with its customers. These are tools that Customer configures and uses

under its own responsibility, and Customer must satisfy itself that its use of them, and everything it does through the Service in relation to its customers, is compliant. Onroute makes no representation that any acceptance, agreement or contract formed between Customer and its customers through the Service is valid, binding or enforceable.

Any dispute between Customer and its customers is solely between them, and Customer will resolve it directly without involving Onroute. Customer releases Onroute from all claims arising out of or relating to Customer's dealings or disputes with its customers. Customer shall indemnify Onroute, on an indemnity basis, against all claims, losses, damages, fines, penalties, regulatory action, liabilities and costs (including legal costs) arising out of or in connection with (a) Customer's contracts, dealings or communications with its customers; (b) Customer's failure to comply with any law applicable to those dealings, including consumer-protection or direct-marketing law; or (c) any dispute between Customer and its customers.

4.11 Free Accounts

Each of the following is a "Free Account": (i) a Guest Account, whatever it pays for; (ii) a Paid Account in its Free Period, or whose Field Users all hold free seats granted under the Free trials and free seats paragraph of clause 8.1, for any calendar month in which it pays no User Licence Fees, Flex fees, subscription, platform or plan fees, or committed bundle or package fees, whatever Metered Service Fees or Tokens it pays for and whether or not it has paid a Set-up Fee; and (iii) any other Paid Account for any calendar month in which none of those fees and no Metered Service Fees are payable. For a Free Account the following apply to the Service provided free of charge (the "free service"), notwithstanding anything to the contrary in this Agreement. They do not apply to what a Free Account pays for: Metered Service Fees, Tokens, a Set-up Fee and the set-up it pays for, and any other paid item remain subject to this Agreement, including clause 11.2, in the ordinary way.

- (a) Provided "as is". The Service under a Free Account is provided "as is" and "as available". The warranties in clause 10.1 and the Service Level Agreement (including the Availability Commitment and any service credits) do not apply to Free Accounts.
- (b) Suspension and discontinuation. Onroute may, at its sole discretion and at any time, suspend, limit, modify, downgrade or terminate a Free Account, or withdraw or discontinue the free tier in whole or in part, for any reason or no reason, with or without notice, and without liability to Customer; except that Onroute will give at least 14 days' notice before terminating a Guest Account that holds Shared Jobs received from other organisations, unless the termination is for abuse of the Service or breach of this Agreement. Where Onroute terminates a Free Account other than for abuse of the Service or breach of this Agreement, it will refund any purchased Tokens that are unused at termination. A Free Period that has started, and a free seat granted for a stated period, are protected as the Free Period and Free trials and free seats paragraphs of clause 8.1 provide.
- (c) Limitation of liability. Where Customer has a Free Account, then notwithstanding clause 11.2, Onroute's total aggregate liability arising out of or relating to the free service shall not exceed £100 (or, if greater, the minimum amount permitted by applicable law). Onroute's liability arising out of or relating to

anything a Free Account pays for, including Metered Service Fees and Tokens bought by a Guest Account, is subject to clause 11.2, and where Customer also has a paid subscription, Onroute's liability arising out of or relating to Free Account access is subject to clause 11.2. Onroute's liability arising out of the handover and deletion under clause 4.13 of data relating to Originated Jobs is subject to clause 11.2 and not to this paragraph, save that for that liability the limit in clause 11.2 is not less than £100. Nothing in this clause limits liability that cannot be limited under clause 11.1.

- (d) Data. Onroute may delete the Customer Data and configurations in a Free Account at any time after twelve (12) months of inactivity, at Onroute's discretion, except that (i) Onroute will not under this paragraph delete a Shared Job received into a Guest Account, or Customer's own records on it, while the organisation that shared it still holds the job, and that organisation's records on the job are its own and are not deleted under this paragraph; and (ii) Customer Data relating to Originated Jobs of an account that has switched to a Guest Account is handed over or deleted under clause 4.13, which applies whether or not the account is inactive. Customer is responsible for maintaining its own copies and should not rely on a Free Account as its sole repository.

4.12 Paid Accounts and Guest Accounts

Account type. Every account is either a Paid Account or a Guest Account. A new account is a Paid Account unless it is created for Customer by Onroute at the request of a partner or vendor that introduces Customer, in which case it is a Guest Account until Customer switches it. Customer accepts these Terms and the DPA on first sign-in to an account created for it, and may not use the account until it has.

What a Guest Account can and cannot do. A Guest Account may receive Shared Jobs and work them with any number of Field Users: it may book its own Field Users to them, update status, add modules and certificates, make regulatory submissions, use tasks and messages, and issue its own quotes and invoices on them, and it may lend its own Field Users to other organisations. A Guest Account may not: create a job by any route (including the Service, imports, the customer portal, enquiry forms, the API or any integration); create customers, sites, projects or contacts of its own; share a job onward; or book a Field User lent to it by another organisation. No User Licence Fee is payable for the Field Users of a Guest Account; Metered Service Fees and Tokens are payable as set out in the Pricing and clause 8.1.

Switching. Customer may switch its account type through the Service. A switch from a Guest Account to a Paid Account takes effect at once and may be made by the account owner or an administrator; if the account then has more Field Users than the Free Period and any free seats granted under clause 8.1 cover, a payment method must be added first. A switch from a Paid Account to a Guest Account may be made only by the account owner, is subject to clause 4.13, and takes effect when the owner confirms it under that clause. Onroute may set an account to Paid, or set an account with no Originated Jobs to Guest, at Customer's request or to correct an error; no User Licence Fee becomes payable because Onroute set an account to Paid unless Customer requested it.

Commitment Terms. An account with a commitment Term may not switch to a Guest Account before the end of that Term unless Onroute agrees in writing, in which case the Early Cancellation Fee in clause 14.2 applies to the committed lines for the remainder of the Term. On a switch to a Guest Account, User Licence Fees end at the close of the current billing period, with no refund for that period.

Borrowed Field Users. A booking of a Field User lent to Customer that was made before Customer switched to a Guest Account stands until it is completed or cancelled.

4.13 Moving to a Guest Account

When a switch is refused. Customer may not switch to a Guest Account while any visit on an Originated Job that Customer would lose under this clause is scheduled for today or a later date, is in progress, or is held by a live booking hold, and the visit is Customer's own (its lead or crew is a Field User of Customer) or the job has no organisation to be handed to. Customer must complete or unschedule those visits first. The Service lists them. Bookings on Shared Jobs Customer has received never prevent a switch.

Confirmation as Customer's instruction. Before the switch takes effect the account owner must confirm it in the Service by typing the account name. By doing so Customer instructs Onroute, as its documented instruction for the purposes of the DPA, to hand over and delete its Customer Data as set out in this clause at the end of the 90-day window, and acknowledges that the switch will have that effect. Onroute records the confirmation, the edition of these Terms then in force and the text of the instruction.

The 90-day window. From the moment the switch takes effect: (a) Customer's Originated Jobs, and the customers, sites and contacts behind them, are read-only to Customer for 90 days (the "window"): Customer may view, download and export them but may not edit them, book visits, add modules or documents, issue quotes, invoices or payments, change status, delete or share; (b) organisations with which Customer has shared those jobs keep working them under their existing access; (c) Customer's automations for those jobs stop; and (d) Onroute will remind the account owner during the window of the date on which the handover and deletion are due. Customer may cancel the switch at any time in the window by switching back to a Paid Account, which restores its Originated Jobs; a later switch to a Guest Account starts a new window.

Handover. At the end of the window, each Originated Job of Customer that another organisation still needs is transferred to that organisation. An organisation still needs a job where it holds a live share of the job that is more than 48 hours old, or has booked a visit on it, or has recorded activity on it, or has accepted it, or holds any record of its own on it (such as a quote, invoice, payment, certificate, submission, task, message, photograph or attachment). Where more than one organisation qualifies, Onroute transfers the job to the one of them that

has booked a visit on it for the day of the transfer or a later date; where none has, or more than one has, to the one (among those with such a visit, if any) that most recently recorded activity on it; and where two or more are tied on that, to whichever of them accepted it first, and otherwise to the one with which Customer shared it first. Onroute preserves the others' access under that organisation. The transfer carries the job's history, visits, certificates, photographs and messages, and a copy of the customer, site, project and contact records behind it, which that organisation then holds as controller under its own agreement with Onroute. Certificates continue to name Customer as their issuer where Customer issued them. Customer's own quotes, invoices, payments and other operational records on a transferred job are deleted. A transferred job is not an Originated Job of Customer, and no job-sharing fee arises from the transfer. An organisation with a Guest Account may receive a job under this paragraph and works it as a Shared Job received by it.

Deletion. At the end of the window, Onroute deletes from the Service every other record that Customer originated and that relates to a job or to a customer, including Originated Jobs that no organisation still needs and the records on them, Customer's customer, site, project and contact records, and Customer's quotes, invoices, credit notes and payments on those jobs, including posted ones and archive copies. The deletion is carried out by Onroute's documented process beginning at the end of the window and is completed as soon as reasonably practicable; Onroute will not restore deleted data for Customer, and database backups holding it expire within 31 days of the deletion and are never used to restore it. Customer keeps the Shared Jobs it received and its own records on them, and its account-level records that are not customer- or job-related (such as users, vehicle checks, knowledge base and library, settings, job types, templates and price lists). Onroute keeps its own billing records relating to Customer.

No bulk export. Onroute does not provide a single export of everything in the account. The per-document downloads and CSV exports in the Service are available throughout the window. Keeping the records Customer is required by law or by its accreditation to keep, including certificates, invoices and tax records, is Customer's responsibility, as clause 4.7 provides, and Customer must take its own copies before the end of the window.

Legal holds. Onroute may retain, and will not delete, any data it is required to keep by law, by a court or regulator, or under a legal hold, and will tell Customer where it does so.

Closure. When Customer's account is closed or this Agreement ends, Onroute will, by its documented process, after the export period in clause 4.7 has ended and as soon as reasonably practicable, transfer to other organisations the jobs they still need, on the basis in the Handover paragraph, before Customer's data is deleted under clause 4.7 and the DPA. This clause 4.13 survives the expiry or termination of this Agreement.

Clause 5

Security and Support

5.1 Security

Onroute shall:

- maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Service and the Customer Data, as described in the security information published within Onroute's Trust and Compliance Documentation; Onroute may update those safeguards from time to time, provided that it will not materially reduce the overall security of the Service during the Term;
- protect the confidentiality of the Customer Data; and
- access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and as otherwise expressly permitted in this Agreement.

5.2 Data processing

To the extent that Onroute processes any Personal Data (as defined in the DPA) on Customer's behalf in the provision of the Service, Onroute's then-current data processing addendum, as made available by Onroute, ("DPA") as may be updated by Onroute if required, which is hereby incorporated by reference, shall apply and the parties agree to comply with such terms. For purposes of the International Data Transfer Agreement and any Standard Contractual Clauses incorporated into the DPA, when and as applicable, Customer and its applicable Affiliates are each the data exporter, and Customer's signing of or entering into this Agreement, and an applicable Affiliate's signing of or entering into an Order, shall be treated as signing of, and entry into, that International Data Transfer Agreement and any such Standard Contractual Clauses and their tables, annexes and appendices.

5.3 Support Services

During the applicable Term, Onroute shall provide Support Services to Customer in accordance with Onroute's then-current support policy, and as identified in the applicable Order. In the event that the level of support is not identified in the Order, Customer shall receive a "basic" level of support that is included in the Service at no additional cost. Any updates or modifications to the Support Services will not materially diminish Onroute's responsibilities under the support policy during the applicable Term.

The Service Level Agreement, which sets out the support tiers, response-time targets and the service availability commitment applicable to the Service, is incorporated into and forms part of this Agreement. Onroute may update the Service Level Agreement from time to time in accordance with clause 15.9 (Changes to these Terms).

5.4 **Acceptable conduct**

Acceptable conduct. Customer shall ensure that it and its Users treat Onroute's personnel with respect and do not, in any dealings with them, engage in conduct that is abusive, threatening, harassing or discriminatory, or make repeated, excessive or bad-faith communications that unreasonably burden Onroute's support or operations.

Where Customer or a User does so, Onroute may, acting proportionately: restrict or withdraw access to Support Services or particular support channels (without necessarily affecting access to the Service); require communications to go through a named contact; suspend the Service; and/or, for serious or repeated conduct, terminate the Service immediately on written notice. Such serious or repeated conduct is a standalone ground of termination to which no cure period applies, and the consequences of termination are as set out in clause 14.3. Where Onroute exercises any right under this clause in accordance with it, it does so without liability to Customer. Any withdrawal of Support Services under this clause gives no refund or credit and does not relieve Customer of its payment obligations.

Clause 6

Confidentiality

Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. A party shall not disclose or use any Confidential Information of the other party for any purpose outside the scope of this Agreement, without the disclosing party's prior written permission. A party may disclose the other party's Confidential Information to its employees, contractors, agents, and Affiliates that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of this Agreement. A party may also disclose the other party’s Confidential

Information to its professional advisers, auditors and insurers under obligations of confidence no less protective than this clause, and remains responsible for their compliance. Confidential Information shall not include any information that:

- is or becomes generally known to the public, other than as a result of the act or omission of the receiving party;
- was rightfully known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party;
- is lawfully received from a third party without breach of any obligation owed to the other party; or
- was independently developed by a party without breach of any obligation owed to the other party.

If a party is compelled by law to disclose Confidential Information of the other party, it shall provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there may be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it. Confidential Information is and shall remain the property of the disclosing party. For the avoidance of doubt, nothing in this clause 6 restricts Onroute's rights under clause 3.2 to de-identify Customer Data and to use the resulting de-identified data to develop and improve its own systems, products and services; and such de-identified data does not constitute Customer's Confidential Information.

Nothing in this clause 6 prevents Onroute from showing Customer's account type (Paid Account or Guest Account), and whether a share to Customer will be charged, to an organisation that shares or proposes to share a job with Customer, or from listing Customer's account type in a directory or marketplace of organisations on the Service subject to Customer's right to opt out under clause 4.2. Customer's account type is not Customer's Confidential Information for those purposes. No other term of Customer's Order or Pricing is disclosed under this paragraph.

Clause 7

Ownership and Feedback and Aggregated Data

7.1 Customer Data

As between Onroute and Customer, Customer owns its Customer Data. Customer grants to Onroute, its Affiliates and applicable contractors a worldwide, limited-term licence to host, copy, transmit and display Customer Data, as reasonably necessary for Onroute to provide the Service in accordance with this Agreement. Subject to the limited licences granted herein, Onroute acquires no right, title or interest in any Customer Data. Customer shall be responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired Customer Data.

7.2 Onroute Ownership of the Service

Except for the rights expressly granted under this Agreement, Onroute and its licensors retain all right, title, and interest in and to the Service, Documentation, training services materials and Professional Services, including all related intellectual property rights inherent therein. If Customer purchases Professional Services, Onroute grants to Customer a worldwide, non-exclusive, non-transferable, non-sublicensable right to use the Professional Services solely for Customer's use with the Service. No rights are granted to Customer hereunder other than as expressly set forth in this Agreement. For clarity, the module designs, templates, workflow structures, forms and user interfaces made available by Onroute within the Service remain part of the Service and Onroute's Confidential Information notwithstanding any configuration, selection or arrangement of them by Customer, and nothing in clause 7.1 grants Customer any right in them.

7.3 Feedback

Onroute shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual licence to use, incorporate into its products and services, and otherwise exploit for any purpose any Feedback. Feedback is not, and shall not be treated as, Customer's Confidential Information. Onroute shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

7.4 Statistical Usage Data

Onroute owns the statistical usage data derived from the operation of the Service, including data regarding web applications utilised in connection with the Service, configurations, log data, and the performance results for the Service ("Usage Data"). Nothing herein shall be construed as prohibiting Onroute from utilising the Usage Data to optimise and improve the Service or otherwise operate Onroute's business; provided that if Onroute provides Usage Data to third parties, such Usage Data shall be anonymised and presented in the aggregate so that it will not disclose the identity of Customer or any User(s) to any third party. Onroute may also use Service usage metadata that identifies a User, or an individual named in the Service as having carried out, inspected or certified work (such as login, session and device records, the times at which visits are recorded as started and finished and the durations, numbers and types of jobs and visits recorded, which account recorded them, the devices used under an account and any location data the Service records for those devices, if available, and the names of the persons recorded as having carried out, inspected or certified work), to calculate the Fees, to verify Customer's compliance with the Seats paragraph of clause 2.2 and with clause 8.1, and to secure the Service and prevent fraud, as an independent controller on the terms of clause 2.9 of the DPA, and may compare Customer's usage statistics with anonymised aggregate statistics of other customers for those purposes.

Clause 8

Fees, Payment, Expenses, and Taxes

8.1 Fees

Once your order is processed, your subscription will begin and you (or your organisation's user administrators) can invite team members and delegate access. You authorise us to store your payment method(s) and automatically charge your payment method(s) every month until you terminate in accordance with this Agreement.

Customer agrees to pay Onroute all fees for the Service as set out in the Pricing (the "Fees") in accordance with this Agreement and the applicable Order (if any). If not otherwise specified in an Order or the Pricing in the payment schedule, User Licence Fees will be due and charged monthly up front. Metered Service Fees accrue as usage occurs and will be charged to Customer's payment method in arrears, at the earlier of (a) the end of each monthly billing period, or (b) when Customer's accrued unpaid charges reach a billing threshold set by

Onroute. If a charge succeeds, Customer may continue to use the metered features and charges continue to accrue toward the next billing point. If a charge fails, Onroute may suspend the affected metered features (including the text-messaging service) until the outstanding amount is paid. Tokens for the AI features are purchased and paid for in advance and are governed by the Usage and Tokens terms. Unless an Order Form signed by both parties expressly provides for payment by invoice, Onroute does not offer payment on invoice, on credit terms (including 30-day terms), or by bank transfer for these charges, and they are payable by the payment method on file only. Fees subject to a good faith dispute are excepted. Customer must notify Onroute in writing of any dispute or query about a charge or invoice within 30 days of the date it is charged or invoiced, and any good-faith dispute must be raised within that period; if Customer does not, the charge is deemed correct and accepted and Customer waives any right to dispute it. All amounts payable by Customer under this Agreement will be paid to Onroute without setoff or counterclaim, and without any deduction or withholding. Except as otherwise specifically provided in this Agreement, all Fees paid and payable to Onroute hereunder are non-cancellable and non-refundable. Nothing in this Agreement obliges Onroute to supply the Service on credit. If Customer fails to pay any Fees due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of Law:

- Onroute reserves the right to suspend access to the Service upon seven (7) days' written notice and may suspend use of any feature or service to which Metered Service Fees apply (including services that are metered but not billable) immediately, until such amounts are paid in full. Suspension under this clause does not relieve Customer of its payment obligations, and Fees continue to accrue during any period of suspension; and
- Onroute will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable Law until Customer pays all amounts due; provided that Onroute will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue.

Adding seats. Customer may add standard User seats at any time. On a Paid Account, adding a Field User, or making a User a Field User, by any route adds a standard seat for that Field User, billed from that date as a seat added under this paragraph, unless that Field User fills a standard seat Customer already holds that no other Field User holds, is covered by the Free Period or by free seats Onroute grants, or is billed under the Flex billing paragraph of this clause 8.1. Where the account has a commitment Term, seats added part-way through are prorated to the end of the account's current commitment Term, so that the whole account renews on the same date. Where the account has no commitment Term, seats are billed monthly and the seat count may be reduced with effect from the end of the current monthly billing period.

Free Period. Where the Pricing in force when Customer's account is created states a free period for a number of Field Users, no User Licence Fee is payable for up to that number of Field Users of Customer's Paid Account during the Free Period stated in that Pricing, counted

from the date the account was created. A Field User covered by the Free Period, or by free seats Onroute grants, holds a standard seat at no charge for the purposes of this Agreement. Onroute may withdraw, reintroduce or change the free-period offer for new accounts at any time; an account whose Free Period has started keeps it for its stated length, subject to the next sentence. A business is entitled to one Free Period only, however many accounts it, its Affiliates or persons under common ownership or management with it create, and Onroute may refuse a Free Period, or end one that has started, at any time where it reasonably believes that the business has had one before. Where Customer's account was created under Pricing that offered free Field Users on another basis, Customer keeps that basis as stated in that Pricing. This paragraph applies to every Paid Account, whether or not it is a Free Account under clause 4.11, and clause 4.11(b) does not permit Onroute to shorten a Free Period that has started, or to remove free Field Users an account already has, other than for abuse of the Service or breach of this Agreement or as this paragraph provides. After the Free Period, or where no free period was offered, User Licence Fees are payable for every Field User of a Paid Account as set out in the Pricing and this clause 8.1.

Free trials and free seats. Onroute does not offer free trials of the Service. The Service is provided under this Agreement and the applicable Order from the Effective Date, and the Fees are payable for it as this clause 8.1 and the Order provide, whatever period an Order, a proposal or any other communication describes as a "trial", "pilot", "evaluation" or "proof of concept" or by a similar term; the Service, a Paid Account, a Guest Account, the Free Period and a free seat are not Trial or Beta Features, and clause 15.8 does not apply to them. Onroute grants a Field User seat at no charge (a "free seat") only where an Order states the number of free seats granted to the account and the period for which they are free; the Free Period is granted by the Pricing as the Free Period paragraph provides, and no other statement, offer or course of dealing grants a free seat or extends one. A free seat is a standard seat at no charge for the purposes of this Agreement for its stated period, as the Free Period paragraph provides, and clause 4.11(b) does not permit Onroute to remove it, or to terminate the account holding it, before the end of that period other than for abuse of the Service or breach of this Agreement. When the stated period ends, each free seat then held by a Field User becomes a standard seat for that Field User, billed from the day after the period ends at the rate stated in the Order or, where the Order states none, at the rate in the Pricing, as a seat added on that day under the Adding seats paragraph of this clause 8.1 (so a committed seat prorated to the end of the account's current commitment Term where the account has one, and a monthly seat where it has none), unless Customer removed the Field User, or the Field User ceased to be a Field User, before the period ended. A free seat held by no Field User when its period ends lapses and is not billed. An account whose Field Users all hold free seats is a Free Account under clause 4.11 as that clause provides, whether or not a Set-up Fee has been paid: a Set-up Fee is a fee for set-up work, not for the Service or a seat, and does not take an account out of that clause.

Flex billing. Where an Order so provides, a User Licence Fee is payable only for each Active Field User in a calendar month, at the Flex rate set out in the Order or the Pricing (a "Flex fee"). No term or volume discounts apply to Flex billing. Within an account, each Field User is billed on either standard User Licence Fees or Flex billing, as specified in the Order; an individual holding a standard User Licence seat is not counted for Flex billing, and Flex rates do not take introductory or promotional rates. On an account whose Order provides for Flex billing, every Active Field User who does not hold a standard seat is counted for Flex billing, and a Field User so counted holds a seat for the purposes of clause 2.2 and this clause 8.1. Flex billing is not available to a Guest Account, which pays no User Licence Fees.

Guest Accounts. No User Licence Fee or Flex fee is payable in respect of any Field User of a Guest Account, however many it has. A Guest Account receives the base monthly Token allowance stated in the Pricing for an account with no paid seats and may buy further Tokens; it pays Metered Service Fees, including for text messages, as set out in the Pricing. A Guest Account is not charged job-sharing fees as a sharing organisation.

Enrolment basis. Customer with a Paid Account is responsible for enrolling each Field User on the correct basis (standard User Licence seat or, where the Order so provides, Flex billing) reflecting the work that Field User performs, and for ensuring that each of its Field Users holds a seat for each month as this clause 8.1 provides. If Customer enrols a Field User on a basis for which the Field User does not qualify, or acts in breach of the Seats paragraph of clause 2.2, then in addition to its other rights and remedies Onroute may: (a) reclassify the Field User to the correct basis, and invoice Customer for, and Customer shall pay, the User Licence Fees calculated under the Verification and back-billing paragraph below for the period of wrong enrolment or breach; and (b) suspend the affected User account(s) until the enrolment or the breach is corrected. Onroute will use commercially reasonable efforts to give Customer prior notice and a reasonable opportunity to correct the enrolment or the breach before reclassifying or suspending, except where the wrong enrolment or breach is wilful or repeated. Suspension does not relieve Customer of its payment obligations. Onroute's records of each Field User's activity are conclusive save for manifest error; the individuals whose work was recorded under an account are established as the Verification and back-billing paragraph provides.

Verification and back-billing. Where Customer has a Paid Account, Onroute may at any time verify from the records in the Service, on the basis set out in clause 7.4 and the DPA, Customer's compliance with the Seats paragraph of clause 2.2 and with this clause 8.1: for example, whether one Field User account was used by more than one individual, whether work was recorded under a placeholder account, under another individual's account or under an Office User account, and whether the persons who signed, or were named as having carried out or inspected work on, certificates, forms and records produced through the Service held seats. Verification is of Customer's use of accounts and records in the Service, not of the number of people who work for Customer. Where verification shows a breach of the Seats

paragraph of clause 2.2, Onroute invoices Customer for, and Customer shall pay, a User Licence Fee for each month of the breach for each individual whose work was recorded in that month, in breach of that paragraph, under a shared or placeholder account, under another individual's account or under an Office User account, for each individual who in that month, in breach of that paragraph, signed, or was named as having carried out or inspected work on, a certificate, form or record produced through the Service without holding a seat, and for each individual treated as a Field User of Customer for that month under the definition of Field Users by reason of a breach of paragraph (e) of that paragraph, in each case at the published monthly standard rate for a Paid Account with no commitment Term in force for that month, as stated in the Pricing, unless the individual held a seat for that month. Onroute may establish a breach, and the number of individuals for each month, from the records in the Service, whether made in the Service's mobile application, on its desktop or on any other device or screen, and under any account, including an Office User account. Those records include the names on certificates, forms and records; the account under which work was recorded; the devices used under one account on one day and any location data the Service records for those devices, if available (including live location where the Service offers it and the User has enabled it); and recorded durations, numbers of jobs or visits, or completions that are implausible for the type of work. Where recorded work is implausible for the type of work, the number of individuals for a day under an account is the number needed to carry out the work recorded under that account for that day, rounded up to a whole number, taking for each item of work the mid-point of the time a reasonably competent person in the relevant trade normally needs for work of that type, which Onroute may show from trade sources and from its own anonymised data across its customers for work of that type, and a working day of 8 hours, or any longer working day Customer shows its individuals worked, but never more than the hours left in a 24-hour period after the daily rest to which the Working Time Regulations 1998 entitle a worker (11 consecutive hours, leaving 13); those Regulations are used here as a yardstick only, and nothing in this paragraph treats any of Customer's individuals as a worker. The number of individuals for a month under one account is the highest number so found for any day in that month, less one where the account held a seat for that month. Onroute sets out the evidence and the calculation with the invoice. Customer may dispute the invoice under the dispute procedure in this clause 8.1 and may rebut, with its own records, the breach and the number of individuals that Onroute draws from the records in the Service, including by identifying the individuals concerned; the records in the Service remain conclusive of what they record, save for manifest error. The introductory, promotional, term-commitment and volume-commitment rates in the Pricing and in any Order are offered on the condition that Customer complies with the Seats paragraph of clause 2.2, and do not apply to the fee charged under this paragraph for an individual who did not hold a seat; the fee for such an individual is therefore the published monthly standard rate, and no discount, and no credit other than those this paragraph provides, applies to it, while those rates continue to apply to every seat that was held. On an account whose Order provides for Flex billing, the fee for such an individual is the Flex fee for each such month. No fee is payable under this paragraph for an individual who, had they held a seat, would have been covered by the Free Period or by free seats Onroute had granted for that month. A Free Period obtained in breach of paragraph (f) of the Seats

paragraph of clause 2.2 does not apply, and the Field Users it purported to cover are charged under this paragraph. The amount invoiced is the price of the Service used and is not a penalty or an additional charge; no surcharge, uplift or multiplier applies. A fee for an individual for a month is payable once only, whether it is invoiced under this paragraph, under the Enrolment basis paragraph of this clause 8.1 or under clause 2.2. For each account used in breach of paragraph (e) of the Seats paragraph of clause 2.2, the following are credited, once only, against the total of the fees payable under this paragraph for the individuals treated as Field Users of Customer by reason of that breach in respect of that account, never beyond that total and not as a refund: (i) each job-sharing fee that Customer was charged at the pay-as-you-go rate under clause 4.2, and that has not otherwise been credited, for one of Customer's Originated Jobs that Customer shared with that account (including by booking an individual lent by it) and on which the work of any of those individuals was recorded; and (ii) for each other share of such a job with that account that was taken from Customer's free allowance or a share bundle, the pay-as-you-go rate for a share stated in the Pricing, except that the total credited under (ii), for all accounts used in breach of that paragraph (e) together, for shares taken in a calendar month never exceeds the pay-as-you-go job-sharing fees Customer was charged under clause 4.2 for its shares in that month other than those credited under (i). An invoice under this paragraph is payable as any other invoice under this clause 8.1, and interest under this clause 8.1 applies to it from its due date. Customer does not pay Onroute's costs of verification under this paragraph, and clause 8.4(b) does not apply to them; clause 8.4(a) applies to an overdue invoice under this paragraph as to any other. The 30-day dispute period in this clause 8.1 applies to an invoice under this paragraph from its date and does not prevent Onroute from issuing it for an earlier period. No fee arises under this paragraph, under the Enrolment basis paragraph of this clause 8.1 or under clause 2.2 for any month before the date on which this paragraph took effect for Customer under clause 15.9, except a fee that was payable for that month under the edition of these Terms then in force.

Seats after a back-bill. Where Onroute issues an invoice for fees calculated under the Verification and back-billing paragraph, the months of the breach that count under this paragraph (the counted months) are those that began within the account's current commitment Term, which for this paragraph is the commitment Term in force on the date of the invoice, or, where the account has no commitment Term on that date, those that began within the 12 months before the date of the invoice. The Verification and back-billing paragraph applies to every month of the breach, whether or not it is a counted month. Where for any counted month the standard seats held for that month (including seats held at no charge under the Free Period or free seats Onroute has granted) and the individuals for whom a fee for that month was invoiced under the Verification and back-billing paragraph, the Enrolment basis paragraph of this clause 8.1 or clause 2.2 together exceed the standard seats Customer's Paid Account holds when the invoice is issued, the number of standard seats on the account increases, from the start of the next monthly billing period, to the highest such total, as if Customer had added the difference on the first day of that period: where the account has a commitment Term when the increase takes effect, the added seats are committed seats, prorated to the end of that Term and, as the Account commitment Term paragraph provides,

not reducible before it ends; where the account has no commitment Term when the increase takes effect, they are monthly seats; in each case at the User Licence Fee rate that applies under the Pricing, any Order and this clause 8.1 to seats Customer adds on that day. Where there is no counted month, or the total for each counted month does not exceed the standard seats Customer's Paid Account holds when the invoice is issued, there is no increase under this paragraph. This paragraph applies whenever in a Term the invoice is issued. Where Customer disputes the invoice in good faith under the dispute procedure in this clause 8.1, the increase takes effect from the start of the monthly billing period after the dispute is resolved and is calculated on the invoice as resolved; the counted months remain those fixed by the date of the invoice. Seats added under this paragraph are never committed beyond the end of the commitment Term in force on the date of the invoice: where, before the increase would take effect, that Term has ended, or the account had no commitment Term on that date and has since taken one, there is no increase under this paragraph. This paragraph does not apply to an account whose Order provides for Flex billing. Individuals treated as Field Users of Customer under the definition of Field Users by reason of a breach of paragraph (e) of the Seats paragraph of clause 2.2 are counted for this purpose.

Account commitment Term. An account has a single commitment Term. All committed lines on the account (committed User seats, committed share bundles, committed Token packages and any Partner Plan) run on that same commitment Term and renew on the same date. Any committed line added part-way through the Term is prorated to the end of the account's current commitment Term, and no committed line may be taken for a different term length. The number of committed User seats, and the size of any committed share bundle or Token package, may be increased at any time but may not be reduced until the end of the current commitment Term. Pay-as-you-go usage and Flex fees sit outside the commitment Term. An account with no commitment Term is billed monthly on a rolling basis. An account with a commitment Term may not switch to a Guest Account before the end of that Term except as clause 4.12 provides. Where an account switches to a Guest Account, User Licence Fees end at the close of the current billing period and no refund is given for that period.

Partner plans. An Order Form may compose committed bundles, packages, allowances and access into a single named monthly plan at a stated price (a "Partner Plan"). A Partner Plan is a composition of items published in the Pricing, not a separate price list: the Pricing continues to govern anything the Order Form does not state, the Partner Plan fee is a Committed Fee for the purposes of this Agreement, and any difference between the Partner Plan fee and the published rates for its components is a discretionary discount for the purposes of clauses 14.2 and 14.3.

Set-up Fee. An Order may state a one-off fee for setting up Customer's account and the Service for Customer's use, as the Order describes (a "Set-up Fee"). The Set-up Fee is payable in full on signature of the Order (or, where the Order is placed rather than signed, when it is placed) and is a Fee for the purposes of this Agreement. It is not a Committed Fee: it does not

count toward the API Minimum under clause 4.8 and is not included in the Early Cancellation Fee under clause 14.2 or the accelerated Committed Fees under clause 14.3. It is not refundable, except that Onroute will refund it in full: (a) if Onroute does not carry out the set-up described in the Order within the period the Order states or, where it states none, within a reasonable time, unless the delay is caused by Customer's failure to do what the Order or Onroute reasonably requires of Customer for the set-up; or (b) if Customer terminates this Agreement under clause 14.2 for Onroute's breach before the set-up is complete. Clause 14.2 refunds no other part of a Set-up Fee. The Set-up Fee is not credited against any other Fee unless the Order so provides. The set-up it pays for is not Professional Services and needs no Statement of Work unless the Order provides otherwise, but clause 10.1(b) applies to the set-up as if it were Professional Services, the Set-up Fee being the fees paid for it; set-up that has been carried out but does not conform to the Order is a matter for that clause and not for the refund in this paragraph. A Set-up Fee is a fee for set-up work, not for the Service or for any seat.

Onroute may change the subscription Fee at each Renewal Term; such changes shall be in writing in advance. Where the Pricing includes an introductory or promotional rate and Customer commits to a Term while it is in force, that rate applies for the whole of that Term; renewal is at the then-current Pricing. On withdrawal of an introductory rate, an account with no commitment Term moves to the then-current standard rate on 30 days' notice. An introductory or promotional rate is a discretionary discount for the purposes of the Early Cancellation Fee in clause 14.2 and the acceleration in clause 14.3. Seats added to a Term after an introductory rate has been withdrawn are at the then-current Pricing, prorated to the account's renewal date. Each introductory, promotional, term-commitment and volume-commitment rate for User Licence Fees applies to the seats Customer holds, and is offered on the condition that Customer complies with the Seats paragraph of clause 2.2; it does not apply to the fee for an individual who did not hold a seat and is charged under the Verification and back-billing paragraph above, and it continues to apply to every seat that was held.

Onroute may alter Pass-Through Metered Fees, the number of Tokens an action consumes, and the size of any monthly Token allowance, during the Term, providing at least 30 days' written notice in advance to the Customer. This right applies during any committed Term notwithstanding clause 15.9, provided that (a) the price of a committed Token package or share bundle stated in an Order is fixed for the account’s current commitment Term; and (b) if changes under this clause increase the effective cost of a committed package or bundle by more than 20% in aggregate during a Term, Customer may reduce or cancel the affected package or bundle with effect from the date the change takes effect, without Early Cancellation Fee in respect of that package or bundle only. Where Onroute alters a Pass-Through Metered Fee, any term-commitment discount percentage applicable to Customer under the Pricing continues to apply to the revised rate for the remainder of the Term. In each calendar month, the aggregate amount of term-commitment discounts credited on payment-processing fees shall not exceed Customer’s Committed Fees for that month; the discounts are applied at invoice as a single commitment-match credit line. Metered Service Fees other

than Pass-Through Metered Fees (including job-sharing and affiliate-portal fees) are fixed for the current Term for Customers on a committed Term, and may otherwise be altered in accordance with clause 15.9.

If the Customer's primary payment method fails, the Customer hereby authorises Onroute to charge any other payment method on account. If you have not provided us a backup payment method(s) and you fail to provide payment, or if all payment methods in your account fail, we may suspend your subscription.

For European Economic Area customers, your bank may require you to authenticate your initial purchase using a password, a one-time code sent to your mobile number, or biometric recognition. When you authenticate, you also authorise us to charge your payment method for your additional purchases without providing us further payment information or other instructions (i.e., we will initiate future payments independently). Such additional purchases may occur when we automatically charge your payment method in connection with a recurring subscription or when you add or change licences or products.

8.2 Expenses

Unless otherwise specified in the applicable Statement of Work, Professional Services are performed remotely and no travel or expense charges apply. Where, at Customer's request or with Customer's agreement, Onroute performs Professional Services at Customer's premises or another location Customer specifies, Customer will reimburse Onroute, upon invoice, for the reasonable travel, accommodation, meal and out-of-pocket expenses incurred in doing so; where practicable Onroute will obtain Customer's prior approval of any material expense, and will support each claim with reasonably detailed documentation.

8.3 Taxes

Fees do not include and may not be reduced to account for any taxes including any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on Onroute's net income or property), unless Customer provides Onroute with a valid tax exemption certificate authorised by the appropriate taxing authority.

8.4 Costs of recovery and enforcement

Customer shall pay to Onroute, on demand and on an indemnity basis, all costs and expenses (including legal costs and any collection-agency fees) that Onroute incurs in (a) recovering any overdue amounts from Customer, and (b) enforcing this Agreement, or exercising or

preserving any of its rights or remedies, following any breach by Customer. This is without prejudice to any other right or remedy of Onroute.

8.5 Set-off

Onroute may set off or deduct any amount that Customer owes Onroute under this Agreement against any amount that Onroute owes Customer (including any refund, credit or service credit), in addition to Onroute's other rights and remedies.

Clause 9

Usage and Tokens

9.1 Tokens

Onroute Intelligence Tokens. This clause 9 applies only where, and to the extent that, the Service includes AI features or other features that are metered in Tokens; where it includes none, no Tokens are consumed or charged and this clause imposes no obligations. Where the Service does include such features, they are provided on a usage basis and consume units ("Onroute Intelligence Tokens" or "Tokens"). The number of Tokens consumed by each type of action, the price of Tokens, and any Token allowance included with Customer's plan are set out in the Pricing. Customer's plan may include a periodic allowance of Tokens and/or allow Customer to purchase additional Tokens. Tokens are consumed as metered actions are performed, and Onroute's records of Token consumption are conclusive save for manifest error. Because the cost of providing AI and metered features (including third-party provider charges) changes over time, Onroute may change the number of Tokens an action consumes and the price of Tokens from time to time in accordance with clause 8.1 (Fees). Tokens have no monetary value, are not a payment instrument or electronic money, and cannot be exchanged for cash.

9.2 Spend caps and suspension of metered features

Spend caps and suspension of metered features. Customer may set spend caps and usage limits for Tokens and Token-metered features through the Service. Unless Customer chooses otherwise, the default is no overage (a zero-overage cap) for Tokens. Spend caps apply to Tokens and Token-metered features only: job-sharing fees are not subject to a spend cap, sharing is not paused when a cap or allowance is reached, and shares to Guest Accounts

beyond the free allowance and any bundle are charged at the pay-as-you-go rate without limit, as clause 4.2 provides. Onroute will make usage information and alerts available as consumption approaches any allowance or cap. When Customer's available Token allowance, any purchased Tokens and spend cap are exhausted, the AI features and other Token-metered features will stop until Customer purchases further Tokens or raises its cap; the remainder of the Service will continue to operate, degrading gracefully to manual operation. Onroute is not required to provide any grace period, and is not liable for any consequence of Token-metered features stopping when a cap or allowance is reached.

9.3 Token allowances and top-ups

Token allowances and top-ups. Where Customer's plan includes an allowance of Tokens, that allowance applies to each billing period and does not carry over: any unused allowance Tokens expire at the end of that period, and a new allowance (if any) applies for the next. To use the AI features beyond its allowance, Customer purchases additional Tokens in advance, in an amount of Customer's choosing, at Onroute's standard Token pricing set out in the Pricing; those Tokens are charged to Customer's payment method at the time of purchase and are drawn down as metered actions are performed. Purchased Tokens are valid for twelve (12) months from the date of purchase, but (consistent with the Tokens clause above) have no monetary value and are non-refundable once purchased. Customer may enable automatic top-ups (buying further Tokens when its balance falls below a level it sets) and may set spend caps limiting its purchases. If Customer's allowance and purchased Tokens are exhausted and Customer does not purchase more, the AI features will pause (the rest of the Service continues, degrading gracefully to manual operation) until Customer buys more. Onroute may change the allowance size and standard Token pricing in accordance with clause 8.1.

Clause 10

Warranties and Disclaimer

10.1 Warranties

(a) Service. Each party warrants that it has the authority to enter into this Agreement. Onroute warrants that during the applicable Term: (i) the Service shall perform materially in accordance with the applicable Documentation; (ii) Onroute will employ then-current, industry-standard measures to test the Service to detect and remediate Malicious Code designed to negatively impact the operation or performance of the Service; and (iii) Onroute will not materially

decrease the overall functionality of the Service as described in the applicable Documentation. Onroute shall use commercially reasonable efforts to correct the non-conforming Service at no additional charge to Customer, and in the event Onroute fails to successfully correct the Service within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Order as to the non-conforming Service and receive an immediate pro rata refund of any prepaid, unused Fees for the non-conforming Service. The remedies set forth in this subsection will be Customer's sole remedy and Onroute's entire liability for breach of these warranties unless the breach of warranties constitutes a material breach of this Agreement and Customer elects to terminate this Agreement in accordance with clause 14.2 entitled "Termination." The warranties set forth in this subsection shall apply only if the applicable Service has been utilised in accordance with the Documentation, this Agreement and applicable Law.

(b) Professional Services. Onroute warrants that the Professional Services will be performed in a good and workmanlike manner consistent with applicable industry standards. As Customer's sole remedy and Onroute's entire liability for any breach of the foregoing warranty set forth in this clause 10.1(b), Onroute will, at its sole option and expense, promptly re-perform the non-conforming Professional Services or refund to Customer the fees paid for the non-conforming Professional Services; provided that Customer notifies Onroute no later than thirty (30) days after delivery of such Professional Services.

10.2 Disclaimer

Except for the express warranties set forth under clause 10.1(a) and (b), Onroute and its suppliers hereby disclaim all warranties relating to the Service, Professional Services or other subject matter of this Agreement, express or implied, including, but not limited to, any warranties of non-infringement of third party rights, title, satisfactory quality, merchantability and fitness for a particular purpose. Except for the limited measure in clause 10.1(a)(ii), Onroute does not warrant that the Service will be uninterrupted, error-free, or free of all Malicious Code or other harmful components. The parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this Agreement, express or implied. Onroute makes no warranty regarding any Non-Onroute Application with which the Service may interoperate. This clause does not exclude or restrict Onroute’s remedies in respect of the representations and warranties given by Customer at or after sign-up under this Agreement.

10.3 No professional, safety or compliance advice

No professional, safety or compliance advice. The Service and any AI features are tools to assist Customer and are not a substitute for the professional judgement of Customer's own suitably qualified and competent personnel. The Service and AI features (including any site-readiness check, compliance module, certificate, quote or recommendation) do not constitute

engineering, safety, regulatory, legal or other professional advice. Customer is solely responsible for the safety, correctness, quality, certification and legal and regulatory compliance of any work, installation, inspection or service it carries out, and for all decisions made and actions taken in reliance on the Service or AI Output. Onroute does not warrant that use of the Service or the AI features will achieve or ensure compliance with any law, standard, code or regulation (including any building, electrical or other industry-specific regulations). The Service does not make, and must not be relied on to make, any safety, compliance or certification determination; Customer shall ensure that every such determination is made by a suitably qualified and competent person exercising their own professional judgement, who checks any data the AI features have contributed to a safety, compliance or certification form before relying on it.

Clause 11

Limitation of Liability

11.1 Liability not excluded

Neither party shall exclude or limit liability to the other for fraud, fraudulent misrepresentation, for death or personal injury caused by negligence, or for any matter for which it would be unlawful for such parties to exclude liability.

11.2 Limitation of Liability

In no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates to Onroute or to an Onroute partner hereunder for the Services giving rise to the liability in the twelve (12)-month period preceding the first incident out of which the liability arose. The foregoing limitation shall apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's and Customer's Affiliates' payment obligations under clause 8 ("Fees"). The cap in this clause 11.2 does not apply to, and there is no limit on, Customer's liability arising out of or in connection with: (a) any breach by Customer or its Users of the restrictions in clause 2.2 on transferring, sub-licensing, commercially exploiting or making the Service available to third parties, on copying, modifying, reverse engineering or creating derivative works of the Service, or on accessing the Service to build a competitive product or service or to copy its features or user interface, or of the restrictions in clause 4.8;

(b) any breach by Customer of clause 6 (Confidentiality); (c) any infringement or misappropriation by Customer or its Users of Onroute's intellectual property rights; or (d) Customer's indemnification obligations under this Agreement.

11.3 Excluded Damages

In no event will either party (or Onroute's third party licensors) be responsible or liable with respect to any subject matter of this Agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory for error or interruption of use, loss or inaccuracy or corruption of data, cover, lost profits or revenues, or any indirect, special, incidental, consequential or punitive damages, whether or not a party has been advised of the possibility of such damage. The foregoing exclusions will not apply to the extent prohibited by law, and do not apply to Customer's liability arising out of or in connection with the matters listed in clause 11.2(a) to (d).

11.4 Time limit for claims

Neither party may bring any claim arising out of or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) unless it commences legal proceedings in respect of that claim within twelve (12) months after the date on which it first became aware, or ought reasonably to have become aware, of the facts giving rise to the claim. Any such claim not brought within that period is irrevocably waived and barred. This clause does not apply to (a) any liability that cannot lawfully be excluded or limited, as set out in clause 11.1; (b) any claim by either party for payment of Fees, credits, refunds or other amounts due under this Agreement; or (c) any claim by Onroute arising out of or in connection with the matters listed in clause 11.2(a) to (d).

Clause 12

Indemnification

12.1 Onroute Indemnification Obligation

Subject to clause 12.3, Onroute will defend Customer from any and all Claims brought against Customer alleging that the Service, as provided by Onroute to Customer under this Agreement, infringes any patent, copyright, or trademark or misappropriates any trade secret of any third party (each, an "Infringement Claim"). Onroute will indemnify Customer for all

damages, costs, and reasonable legal fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Onroute, in connection with an Infringement Claim. In the event of any such Infringement Claim, Onroute may, at its option:

- obtain the right to permit Customer to continue using the Service;
- modify or replace the relevant portion(s) of the Service with a non-infringing alternative having substantially equivalent performance within a reasonable period of time; or
- terminate the applicable Order as to the infringing Service and provide a pro rata refund of any prepaid, unused Fees for such infringing Service.

Notwithstanding the foregoing, Onroute will have no liability for any Infringement Claim of any kind to the extent that it results from:

- modifications to the Service made by a party other than Onroute;
- the combination of the Service with other products, processes or technologies (where the infringement would have been avoided but for such combination); or
- Customer's use of the Service other than in accordance with the Documentation or this Agreement;
- Customer Data, or any content, materials or specifications provided by or on behalf of Customer; or
- any AI Output, or any use, publication or distribution of AI Output by or for Customer.

The indemnification obligations set forth in this clause 12.1 are Onroute's sole and exclusive obligations, and Customer's sole and exclusive remedies, with respect to infringement or misappropriation of third-party intellectual property rights of any kind.

12.2 Customer Indemnification Obligation

Subject to clause 12.3, Customer will defend Onroute from any and all Claims brought against Onroute alleging a violation of a third party's rights arising from Customer's provision or use of the Customer Data. Customer will indemnify Onroute for all damages, costs, and reasonable legal fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer, in connection with such Claims.

12.3 Indemnity Requirements

The party seeking indemnity under this Agreement (the "Indemnitee") must give the other party (the "Indemnitor") the following:

- prompt written notice of any Claim for which the Indemnitee intends to seek indemnity;
- all cooperation and assistance reasonably requested by the Indemnitor in the defence of the Claim, at the Indemnitor's sole expense; and

- sole control over the defence and settlement of the Claim, provided that the Indemnitee may participate in the defence of the Claim at its sole expense and any settlement by the Indemnitor does not include an admission of liability by the Indemnitee.

Obligations in this Agreement to defend, indemnify or hold harmless Onroute extend to the Onroute Indemnitees, and obligations to defend, indemnify or hold harmless Customer extend to the Customer Indemnitees, including amounts awarded against, or paid in settlement by, those persons. A claim by or for the Onroute Indemnitees or the Customer Indemnitees is notified, conducted and settled exclusively by and through the relevant contracting party, and no other Indemnitee has any right to conduct or settle it.

Clause 13

Customer Mention

Customer hereby grants to Onroute a non-exclusive licence to use the branding, trademarks and/or logos and name to identify Customer as an Onroute customer of the Service, including on Onroute's public website. Onroute agrees that any such use shall be subject to Onroute complying with any written guidelines that Customer may deliver to Onroute regarding the use of its name and shall not be deemed Customer's endorsement of the Service.

Clause 14

Term, Termination, and Effect of Termination

14.1 Term

The term of this Agreement commences on the Effective Date and continues until the stated term in all Orders (or, where there is no Order, the term selected by Customer at sign-up) has expired or has otherwise been terminated. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order or selected by Customer at sign-

up (the "Term"). Upon expiration of the Term, unless otherwise stated on an applicable Order, the Service will automatically renew for additional terms equal in duration to the initial Term (each a "Renewal Term"), unless and until either party gives the other notice of non-renewal at least ninety (90) days prior to the end of the then-current Term or Renewal Term where the Term or Renewal Term is 1 year or more. Where the account has no commitment Term, the subscription is monthly, and either party may end it with effect from the end of the then-current monthly billing period by notice given before that period ends.

14.2 Termination

Either party may terminate this Agreement by written notice to the other party:

- (a) in the event the other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice; or
- (b) immediately, to the extent permitted by applicable law (including, where applicable, sections 233 and 233B of the Insolvency Act 1986), in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, administration, a company voluntary arrangement or assignment for the benefit of creditors.
- (c) as otherwise expressly provided in this Agreement, in accordance with the terms of the relevant clause.

Upon any termination for cause by Customer pursuant to this clause 14.2, Onroute will refund Customer a pro-rata portion of any prepaid fees that cover the remainder of the applicable Term after the effective date of termination and a pro-rata portion of any prepaid Professional Services fees that cover Professional Services that have not been delivered as of the effective date of termination. For clarity, a breach or termination of any Statement of Work shall not be considered a breach or termination of this Agreement or any Order.

By committing to a Term, Customer agrees to pay the Committed Fees for the whole of that Term. Customer may nonetheless choose to terminate the Services before the end of the current Term or Renewal Term, in which case Customer shall pay an amount equal to 90% of the Committed Fees remaining for the balance of that Term or Renewal Term, calculated after removing all discretionary discounts applied from the start of the current Term, and capped at 100% of the Committed Fees remaining at the rates stated in the applicable Order or selected at sign-up (the "Early Cancellation Fee"). The Early Cancellation Fee represents the fees Customer has already committed to pay for the Term, reduced to reflect early termination, and is a core part of the commercial bargain for committed pricing. The Early Cancellation Fee must be paid in full before the Services are considered terminated.

14.3 Effect of Termination

Upon expiration or termination of this Agreement for any reason, all rights and subscriptions granted to Customer (including all Orders) will immediately terminate and Customer will cease using the Service and Onroute Confidential Information. Termination for any reason other than termination for cause by Customer under clause 14.2 does not relieve Customer of its payment obligations under clauses 8, 14.2 and 14.3. The sections titled "Definitions," "Confidentiality," "Ownership and Feedback and Aggregated Data," "Fees, Payment, Expenses, and Taxes," "Warranties and Disclaimer," "Limitation of Liability," "Indemnification," "Term, Termination, and Effect of Termination," and "General" shall survive any termination or expiration of this Agreement. Clauses 2.2, 3, 4.1 to 4.11, 5.1, 5.2 and 9, and any other provision which expressly or by implication is intended to survive, also survive expiration or termination.

Where Onroute terminates this Agreement or any Order for Customer's breach (whether under clause 14.2 or any other provision of this Agreement permitting termination), Customer's obligation to pay the Committed Fees for the remainder of the account's commitment Term is accelerated, and an amount equal to 90% of the Committed Fees remaining for the balance of that Term, calculated after removing all discretionary discounts applied from the start of the current Term and capped at 100% of the Committed Fees remaining at the rates stated in the applicable Order, becomes immediately due and payable as a debt, and the Service will end immediately. The accelerated amount represents fees Customer had already committed to pay for the Term, reduced to reflect early receipt and Onroute's saved costs.

Clause 15

General

15.1 Assignment

Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or Onroute without the other party's prior written consent, which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all Orders), upon notice and without the consent of the other party, to its successor in connection with a merger, acquisition, corporate reorganisation,

or sale of all or substantially all of its assets, provided that all fees owed and due have been paid (in the case of an assignment by Customer) and the assignee agrees to be bound by all the terms of this Agreement.

15.2 Severability

In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

15.3 Notices

Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and sent by email:

- to Onroute at support@onroute.io; or
- to Customer at the email address set out in the Order or provided by Customer at sign-up.

Such notice or communication shall be deemed received at the time of transmission, or, if that time falls outside normal business hours in the place of receipt, at 9.00 am on the next business day in that place; provided that a notice is not deemed received if the sender receives an automated message indicating that it was not successfully delivered. A party may change its email address for notices by giving written notice to the other party in accordance with this clause. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

A notice alleging breach, exercising a right of termination, or making a claim under an indemnity must be marked "Contractual notice" in its subject line or heading, although a failure to mark it does not invalidate an otherwise valid notice.

15.4 Force Majeure

Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event; provided that the affected Party shall only be so entitled if it promptly notified the other Party of the occurrence of the Force Majeure Event (which notification shall specify the nature and extent of the circumstances giving rise to the Force Majeure Event). In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations provided that, following the occurrence of the Force Majeure

Event, the affected Party shall use its best endeavours to bring the effects of the Force Majeure Event to a close or to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure Event.

15.5 Independent Contractors

The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. Except as expressly provided in this Agreement, there are no third-party beneficiaries under this Agreement, and no term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

15.6 Export Compliance

Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not permit any User to access or use the Service in any manner that would cause any party to violate any U.S. or UK embargo, export control law, or prohibition.

15.7 Compliance with the Law

Each Party shall comply with all applicable laws, including those relating to anti-bribery and anti-corruption.

15.8 Trial or Beta Features

If Customer uses a Trial or Beta Feature, then the applicable provisions of this Agreement will govern that Trial or Beta Feature, and Onroute will make such Trial or Beta Feature available to Customer on a trial basis, free of charge, until the earlier of:

- the end of the trial period for which Customer agreed to use such Trial or Beta Feature;
- the start date of any Service subscription purchased by Customer for such Service; or
- termination of the Trial or Beta Feature by Onroute in its sole discretion.

A trial period may be extended upon mutual agreement by Onroute and Customer. This clause 15.8 applies to Trial or Beta Features only. Onroute does not offer free trials of the Service, and the Service, a Paid Account, a Guest Account, the Free Period and a free seat are not provided

under this clause, however an Order, a proposal or any other communication describes them (see the definition of Trial or Beta Feature and the Free trials and free seats paragraph of clause 8.1).

Notwithstanding anything to the contrary in this Agreement, a Trial or Beta Feature is provided "as is." Onroute makes no representation or warranty and shall have no indemnification obligations with respect to a Trial or Beta Feature. Subject always to clause 11.1, Onroute shall have no liability of any type with respect to a Trial or Beta Feature, unless such exclusion of liability is not enforceable under applicable law in which case Onroute's total aggregate liability arising out of or relating to a Trial or Beta Feature is £1,000. Notwithstanding anything to the contrary in clause 11 ("Limitation of Liability"), Customer shall not use the Trial or Beta Feature in a manner that violates applicable laws and will be fully liable for any damages caused by its use of a Trial or Beta Feature. Any data and configurations entered into Customer's Trial or Beta Feature account may be permanently lost upon termination of the Trial or Beta Feature.

15.9 Changes to these Terms; Entire Agreement

Onroute may update these Terms, the Pricing, the Service Level Agreement and the Documentation from time to time by posting the updated version with a revised "last updated" date. For any change that materially reduces Customer's rights, Onroute will additionally give Customer at least 30 days' notice before the change takes effect (by email to Customer's administrator and/or an in-product notice); any other change takes effect when posted. Customer's continued use of the Service after a change takes effect constitutes acceptance of it. If Customer does not agree to a material change, its sole remedy is to stop using and terminate the Service before the change takes effect. For Customers on a committed Term, material changes take effect from the start of the next Renewal Term, except changes to Pass-Through Metered Fees (including Token pricing) and Token consumption weights, which take effect as provided in clause 8.1. No amendment or waiver by Customer is effective unless agreed by Onroute in writing. Where Customer terminates under this clause during a committed Term because of a change that materially reduces its rights, clauses 14.2 and 14.3 do not apply in respect of the terminated remainder of the Term.

This Agreement, together with the Pricing and any Order(s) between Onroute and Customer, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly superseded hereby, provided that any information disclosed by either party under any such prior non-disclosure agreement is deemed Confidential Information under this Agreement and continues to be protected in accordance with clause 6. The parties agree that any term or condition stated in Customer's purchase order or in any other Customer's order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be:

- an Order Form signed by both parties, then any other applicable Order between Onroute and Customer, save that an Order other than a signed Order Form cannot amend this Agreement;
- this Agreement;
- the Pricing;
- the Service Level Agreement; and
- the Documentation.

In respect of the Processing of personal data, the DPA prevails over each of the above to the extent of any conflict, as provided in the DPA.

Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision.

15.10 **Third Party Rights**

Except as expressly provided in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of it. The following persons may enforce the terms of this Agreement that are expressed to benefit them: Onroute's Affiliates and licensors; the Onroute Indemnitees and the Customer Indemnitees; and, in respect of clause 4.9 (Mobile applications), the App Platform providers. This does not affect any right or remedy of a third party that exists, or is available, apart from that Act. The parties may rescind or vary this Agreement without the consent of any such person.

Clause 16

Dispute Resolution

Any dispute which may arise between the Customer, on the one hand, and Onroute, on the other hand, concerning this Agreement shall be determined as provided in this clause 16.

For the purpose of this clause 16, a dispute shall be deemed to have arisen when the Customer, on the one hand, and Onroute, on the other hand, serves on the other a notice in writing stating the nature of the dispute.

After service of the notice of dispute, the following procedure shall be followed by the Customer, on the one hand, and Onroute, on the other hand (all periods specified in this clause 16 shall be extendable by mutual agreement):

- within 5 working days, representatives of the Parties shall meet to attempt to settle the dispute;
- if the representatives of the Parties are unable to reach a settlement within seven days from the date of service of the notice, Customer's senior executive and a senior executive of Onroute, each with authority to settle the dispute, shall meet within the following five days to attempt to settle the dispute; and
- if no settlement results from the meeting specified above, for the following 14 working days the Customer, on the one hand, and Onroute, on the other hand, shall attempt to settle the dispute by mediation by an independent mediator, with costs to be shared equally between the Customer, on the one hand, and Onroute, on the other hand.

Nothing contained in this clause 16 shall restrict either Party's freedom to commence legal proceedings where such proceedings are required urgently to preserve any legal right or remedy, to protect any intellectual property rights or rights in Confidential Information, or to otherwise prevent the threat of irreparable harm or damage to its good name and reputation, or to seek interim, protective or provisional relief. Nothing in this clause 16 prevents Onroute from commencing proceedings to recover unpaid Fees, the Early Cancellation Fee or accelerated Committed Fees due under this Agreement.

Clause 17

Governing Law and Jurisdiction

This Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Subject always to the provisions of clause 16, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.

Onroute Intelligence Inc. Subscription Terms.