



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

**September 2026, incorporating
the 2 September 2026
revisions**

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

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 who works, or against whose account the Service records, at least one job or visit in that month; 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. Field Users may also use the Service's desktop and back-office functions. A User Licence Fee is payable for each Field User as set out in the Pricing. No User Licence Fee is

payable in respect of a Guest Field User (see clause 8.1), and where an Order provides for Flex billing, User Licence Fees are payable as set out in clause 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).

"Guest Field User" means a Field User who, in a given calendar month, works only Shared Jobs received into Customer's account from another organisation and no job originated by Customer.

"Trial or Beta Feature" means any Onroute service or functionality that Onroute makes available to Customer to try at Customer's option, at no additional charge, and which is clearly designated as "beta", "trial", "pre-GA", "pilot", "developer preview", "evaluation", "proof of concept (POC)", or by a similar designation.

"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.

"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 "originating 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 however many organisations it is shared with, however many of them accept it, and however many times it is shared onward; that Shared Job is attributed to the originating organisation.

"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.

If Customer shares, or permits the sharing of, a User account, in breach of this clause 2.2, then in addition to its other rights and remedies Onroute may: (a) invoice Customer for, and Customer shall pay, the User Licence Fees that would have applied had each affected individual been separately licensed as a Field User, for each month in which the sharing occurred, Onroute's records being conclusive save for manifest error; 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.

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. Onroute processes the shared personal data only as necessary to transmit it between the organisations, in accordance with the DPA. Job-sharing fees are payable by the originating organisation, once only for each Shared Job, on the first acceptance of that Shared Job by a receiving organisation, as set out in the Pricing. No further job-sharing fee arises, and no further allowance or bundle share is consumed, because the same job is shared with more than one organisation, is accepted by more than one organisation, or is shared onward by a receiving organisation. A Shared Job returned by the receiving organisation through the Service within 48 hours of 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 is chargeable as a first acceptance; 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 who is not a Guest Field User, subject to any per-account cap in the Pricing.

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. After that period, Onroute may delete Customer Data in accordance with this Agreement and the DPA. Customer is responsible for maintaining its own copies and backups of its Customer Data 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. 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

Where Customer has an account, including on the free tier, on which no subscription fees, User Licence Fees, Flex fees, committed bundle or package fees, or Metered Service Fees are payable for the relevant calendar month (a "Free Account"), the following apply, notwithstanding anything to the contrary in this Agreement:

- (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.
- (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 a Free Account shall not exceed £100 (or, if greater, the minimum amount permitted by applicable law). 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. 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. Customer is responsible for maintaining its own copies and should not rely on a Free Account as its sole repository.

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. Confidential Information shall not include any information that:

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.

- 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.

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.

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. 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: Nothing in this Agreement obliges Onroute to supply the Service on credit.

- 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.

Customer may add standard User seats at any time. 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.

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, and any Guest Field User, is not counted for Flex billing, and Flex rates do not take introductory or promotional rates.

Guest Field Users. No User Licence Fee is payable in respect of a Guest Field User for any month in which they work only Shared Jobs; standard User Licence Fees apply to any Field User who works any job originated by Customer in that month.

Enrolment basis. Customer is responsible for enrolling each Field User on the correct basis (standard User Licence seat, Flex billing or Guest Field User) reflecting the work that Field User performs. If Customer enrolls a Field User on a basis for which the Field User does not qualify, 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 that would have applied had the Field User been enrolled on the correct basis throughout the period of wrong enrolment; and (b) suspend the affected User account(s) until the enrolment is corrected. Onroute will use commercially reasonable efforts to give Customer prior notice and a reasonable opportunity to correct the enrolment before reclassifying or suspending, except where the wrong enrolment 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.

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.

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.

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.

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 metered features through the Service. Unless Customer chooses otherwise, the default is no overage (a zero-overage cap). 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 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 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: 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.

- 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 Indemnatee 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 Indemnatee.

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: 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.

- 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.

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.

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.

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.

