



Software as a Service Subscription Agreement

This agreement ("**Agreement**") and the terms and conditions set out herein, is between you (hereinafter the "**Customer**", "**you**" and "**your**") and us, **XONO LIMITED**, incorporated in the Isle of Man, company number 134387C, with its registered office at 96 Fairways Drive, Mount Murray, Santon, Isle of Man, IM4 2JF (hereinafter the "**Supplier**", "**us**", "**we**" and "**our**").

This Agreement must be read in conjunction with our Privacy Policy, Cookie Policy, Website Terms of Use and EULA, all of which form part of this Agreement and are located on our Website.

We license use of the Services, Software and Documentation to you on the basis of this Agreement. We do not sell the Services, Software and/or Documentation to you. We, or our licensors, remain the owners of the Services, Software and/or Documentation at all times.

By completing a Customer Account registration form and clicking "**Register**", you acknowledge and agree you have read, understood and agree to the provisions of this Agreement which will bind you, your employees and permitted users. You further agree to be bound by the provisions of this Agreement and comply with all applicable laws and regulations regarding your use of our Services, Software and/or Documentation.

If you do not agree to the terms and conditions of this Agreement, you should not register a Customer Account.

You should print a copy of this Agreement for future reference.

BACKGROUND

- (A) Supplier, has developed certain software applications and platforms that it makes available to subscribers via the Internet on a pay-per-use basis for safeguarding employees and/or students.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for the Supplier's service, subject to the terms and conditions of this Agreement.

AGREED TERMS

1. Interpretation

1.1 Definitions and Interpretation

The definitions and rules of interpretation in this Clause apply to this Agreement.

- **Authorised Users:** those employees, agents, and independent contractors of the Customer (or if licenced to you within an educational setting includes students as the case may be), who are authorised by you to use the Services, Software and the Documentation, as further described in Clause 2.2.
- **Business Day:** a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
- **Change of Control:** the beneficial ownership of more than 25% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, or organisation and controls, controlled and the expression change of control shall be interpreted accordingly.
- **Confidential Information:** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in Clause 10.1.
- **Customer Account:** has the meaning given to it in Clause 2.1 below.
- **Customer Data:** the data inputted by Customer, Authorised Users, or Supplier on Customer's behalf to facilitate the use of the Services, Software and/or Documentation and/or any data generated by, or derived from the use of the Services, Software and/or Documentation, whether hosted or stored within the Services, Software or Documentation or elsewhere.
- **Documentation:** the documents made available to you online via our Website or such other web address notified from time to time, which sets out a description of the Services and the user instructions for the Services.
- **Effective Date:** the date of your Customer Account registration.
- **EULA:** our end user licence agreement setting out the terms on which our Mobile Apps are made available for use by Authorised Users.
- **Force Majeure Event:** any cause beyond the reasonable control of an affected party including, without limitation, any of the following, an act of God, fire, explosion, flood, storm, theft or malicious damage, war, insurrection, riot, civil disturbance, acts or attempted acts of terrorism, strike, lock-out, or other industrial dispute, third party injunction, national defence requirements, acts or regulations of national or local governments, public power shortages, malfunctions or failures in public telecommunication or IT services, breakdown of other public infrastructures, the inability to obtain essential power, raw materials, labour, malfunction of machinery or apparatus, any disruption caused by the outbreak of coronavirus (COVID-19) or such other disease or pandemic.
- **Initial Subscription Term:** an initial period of twelve (12) months from the Effective Date.
- **Insolvency Event:** where a Party: (i) passes a resolution for winding up (or a court makes an order to that effect); (ii) convenes a meeting of its creditors; (iii) proposes to make any arrangement or composition with them; (iv) is declared insolvent; (v) appoints a liquidator, receiver, administrative receiver, or similar office holder; or (vi) becomes or is declared bankrupt; other than as part of a good faith reorganisation of such party, or (vii) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (viii) the other Party's financial position deteriorates so far as to



reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy; (ix) or any such similar event occurs.

- **Mobile Apps:** the Xono mobile application(s) available from time to time to download on Apple iOS and Google Play Android Stores and third party app stores.
- **Normal Business Hours:** (08:00 to 18:00) local UK time, each Business Day.
- **Renewal Period:** the period described in Clause 13.1.
- **Representatives:** means, in relation to a Party, its employees, officers, contractors, subcontractors, representatives and professional advisors.
- **Services:** the subscription services provided under this Agreement via the Website and/or Mobile Apps.
- **Software:** the online software applications provided by us as part of the Services.
- **Subscription Fees:** the subscription fees payable by you to us in accordance with the terms of this Agreement for the use of our Services, Software and Documentation, for the subscription plan and support services and as selected by you via the Customer Account.
- **Subscription Term:** has the meaning given in Clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).
- **Support Fees:** the support fees for the support services as selected by you via your Customer Account and which are set out in Schedule 1 hereto for information only.
- **Support Services Policy:** Supplier's policy for providing support about the Services as made available at the Website, or such other website address as may be notified to you from time to time.
- **Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
- **Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact on the confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.
- **Website:** the <https://www.xono.online> branded and operated website from which the Services and Software are made available, or any such other branded and operated website or platform notified to you from time to time.
- **Website Terms of Use:** the terms and conditions governing the use of our Website, available on the Website and which may be updated from time to time.

1.2 Interpretation of Agreement

The interpretation of this Agreement shall not be affected by clauses, schedules, or paragraph headings.

1.3 Person, legal representatives, successors, assigns

The term "person" used in this Agreement includes individuals, corporate entities, or unincorporated bodies, (whether or not having separate legal personalities), and their respective legal and personal representatives, successors, or permitted assigns.

1.4 Singular and plural

Unless the context otherwise requires, words in the singular form shall include the plural form, and words in the plural form shall include the singular form.

1.5 Gender-neutral language

Unless the context otherwise requires, references to one gender in this Agreement shall include references to all other genders.

1.6 Statutory provisions

Any reference to a statute or statutory provision in this Agreement shall include all subordinate legislation made as of the date of this Agreement under that statute or statutory provision.

1.7 Written communication

Any reference to "writing" or "written" in this Agreement excludes fax communication (but not email communication).

1.8 References to clauses, and schedules

Any references to clauses, and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. Use by Customer and Licence

2.1 Use of Services and Licence

In order to use our Services, you will be required to register and create an account through our Website ("**Customer Account**"). All information you provide to create your Customer Account must be true and accurate, which includes for example providing your entity name, registered office address and the date and country of incorporation where applicable. You agree to ensure your account information remains up to date as long as you use our Services.

You hereby represent and warrant you will: (i) always provide true, accurate and complete information to us when creating a Customer Account; and (ii) not use false information or impersonate any other party. In the event of false, misleading or inaccurate information being provided, we reserve the right in our sole discretion to immediately suspend and/or terminate your Customer Account without notice or liability to you.

From time to time we may require additional information from you. This will help us protect your Customer Account and help prevent financial crime and in the event we request such additional information, you agree to promptly provide such information to us.



You further agree we may make, directly or through third parties such enquiries as may be required to verify the information you provide to us for registering your account. We will do this in accordance with our Privacy Policy which forms part of this Agreement.

You are not permitted to register more than one Customer Account or open multiple accounts without the prior written consent from us. In the event we become aware of additional accounts created by you, we may permanently close such additional accounts, or all accounts associated with you, with or without notice to you.

You are not permitted to assign or transfer your Customer Account, including your username and password or other login information to any other person or party, without our express prior written consent. Any accounts identified as violating this provisions will be closed permanently.

Subject to you purchasing the Services in accordance with Clause 8.1, and in compliance with the restrictions set out in this Clause 2 and the other terms and conditions of this Agreement, we hereby grant to you a limited, non-exclusive, non-transferable, revocable right and license, without the right to grant sublicenses, to permit the Authorised Users to access and use the Services (and the Software and Documentation in connection with the Services) on the terms of this Agreement during the Subscription Term solely for your internal business operations.

2.2 Undertakings for Authorised Users

In relation to the Authorised Users, you undertake that:

- you will not allow or permit any Authorised User's access to be used by more than one permitted individual, unless it has been reassigned in its entirety to another individual as an 'Authorised User'. In such a case, the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
- each Authorised User shall keep a secure password for their use of the Services and Documentation and as such, the password shall be changed no less frequently than once a year, and each Authorised User shall keep their password confidential;
- following receipt from us, you shall promptly ensure all current valid Authorised Users activate codes or such other user authentication tools which we may deploy from time to time to your respective Authorised Users to enable them to access and continue to use the Software and Services as envisaged under this Agreement.

2.3 No Viruses

You shall not and shall procure your Authorised Users shall not use the Services to:

- distribute or transmit to us any Virus or Vulnerability and shall implement procedures in line with good industry practice to prevent such distribution or transmission;
- access, store, distribute, publish or transmit any material that:
 - o is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing, or racially or ethnically offensive;

- o facilitates illegal activity;
 - o depicts sexually explicit images;
 - o promotes unlawful violence;
 - o is discriminatory based on race, gender, colour, religious belief, sexual orientation, or disability; or
- is otherwise illegal or causes damage or injury to any person or property;

and we reserve the right, without liability or prejudice to our other rights to you, to disable your access to any material that breaches the provisions of this Clause.

2.4 Customer's Obligations

In using our Services or our Website and/or Mobile App you undertake you will not and will procure each of the Authorised Users shall not:

- attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Services and/or Documentation (as applicable) in any form or media or by any means; or
- attempt to de-compile, reverse compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form all or any part of the Software or Services; or
- access all or any part of the Software, Services and/or Documentation to build a product or service that competes with the Services, Software and/or the Documentation; or
- use the Services, Software and/or Documentation to provide services to third parties; or
- subject to Clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software, Services and/or Documentation available to any third party except the Authorised Users; or
- attempt to obtain, or assist third parties in obtaining, access to the Software, Services and/or Documentation, other than as provided under this Agreement; or
- introduce or permit the introduction of, any Virus or Vulnerability into the Software, Services or our network and information systems.

2.5 Rights Granted to the Customer Only

You hereby acknowledge and agree the rights provided under this Clause 2 are granted to you only, and shall not be considered granted to any subsidiary, holding company, or any other party connected or affiliated with you.

3. Services

3.1 Provision of Services

During the Subscription Term, we shall provide the Services and make available the Documentation to you on and subject to the terms of this Agreement.

3.2 Availability of Services

We shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- planned maintenance carried out during the maintenance window (10:00 to 14:00 UK time); and



- unscheduled maintenance performed outside Normal Business Hours. In circumstances where we are able, we will use our reasonable endeavours to give you at least two (2) Normal Business Hours' notice in advance.

You further acknowledge and agree there may be times where unscheduled emergency maintenance may be required which is outside our control and where we cannot notify you in advance. We will take such steps reasonably necessary to make the Services available to you as soon as possible, following any such emergency event.

3.3 Customer Support Services

Depending upon your subscription chosen, support services to be provided will vary.

As part of the Services, all subscription models benefit from our standard customer support services during Normal Business Hours in accordance with our Support Services Policy in effect at the time the Services are provided.

Should you require additional support services, you may at any time during the Subscription Term purchase enhanced support services separately, at the then-current rates from us. More details can be found on our Website or by contacting us direct.

If you have a Premium or Enterprise subscription, in addition to our standard support you will benefit from our Service Level Agreement and be provided with a dedicated account manager.

We reserve the right to amend our Support Services Policy in our sole and absolute discretion from time to time.

4. Data Protection

The Parties hereby warrant and agree to comply with all applicable laws in respect of data protection relating to the processing of personal data in accordance with this Agreement. You hereby acknowledge and agree you have read and understood the terms of our Privacy Policy.

4.1 Customer Data

- (a) If upon the cancellation, termination and/or expiry of this Agreement (howsoever caused), you require us to return relevant Customer Data, you will notify us in writing and we will use reasonable endeavours to deliver to you, to the extent we are able, the then most recent back-up copy of the relevant Customer Data, subject to you having paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) and the Parties agreeing the reimbursement of our reasonable costs and expenses in relation to the retrieval and return of the relevant Customer Data. Unless otherwise required by law, or any applicable governmental or regulatory authority, we will endeavour to ensure non relevant Customer Data is deleted from our systems within six (6) months post-cancellation.
- (b) We hereby confirm and you hereby acknowledge that (i) each customer's data is uniquely encrypted, and a customer key specifically allocated to each respective customer can

be used to encrypt the data; and (ii) we will have no access to the Customer Data.

- (c) We shall from time to time monitor your use of our Services through our back office system. As per Clause 4.1(b) all Customer Data and information is confidential and this will be limited to checking business activity, for example the amount of users and active use.

5. Third-Party Providers

You acknowledge that the Services may enable or assist you to access the website content of, correspond with, and purchase products and services from third parties via third-party websites, and it does so solely at its own risk. We make no representation, warranty, or commitment and shall have no liability or obligation whatsoever about the content or use of, or correspondence with, any such third-party website or any transactions completed, and any contract entered by you with any such third party. Any contract entered, and any transaction completed via any third-party website is between you and the relevant third party, and not us. We recommend you refer to each relevant third-party's website terms and conditions and privacy policy before using the relevant third-party website. We do not endorse, nor approve any third-party website, nor the content of any third-party website made available via the Services.

6. Supplier's Obligations

6.1 Performance Standards

We shall perform the Services substantially in accordance with the Documentation and with reasonable skill and care.

6.2 Non-Conformance

Our undertaking at Clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than us or our duly authorised contractors or agents. If the Services do not conform with the terms of Clause 6.1, we will, at our expense, use reasonable commercial endeavours to correct any such non-conformance promptly or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in Clause 6.1.

6.3 Warranty Disclaimer

We:

- (a) do not warrant that:
- you will be able to use the Services uninterrupted or error-free; or
 - you will be satisfied with the Services, Documentation, and/or the information obtained through the Services; or
 - the Services, Documentation and/or information obtained through the Services will meet your requirements; or
 - the Software or the Services will be free from Vulnerabilities or Viruses.
- (b) are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data



over communications networks and facilities, including the internet. You acknowledge that the Services and Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

6.4 Non-Exclusivity

This Agreement shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

6.5 Licenses, Consents, and Permissions

The Supplier warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

7. Customer's Obligations

7.1 You shall provide us with: (i) all necessary cooperation in relation to this Agreement; and (ii) all necessary access to such information as may be required by us; in order to provide the Services, Software and Documentation including but not limited to Customer Data, security access information, and configuration services.

7.2 Compliance with Laws

Without affecting your other obligations under this Agreement, you shall comply with all applicable laws and regulations with respect to your activities under this Agreement.

7.3 Customer Responsibilities

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

7.4 Use and Compliance

You shall supervise and control the use of the Services, Software and Documentation and ensure they are used by your Authorised Users only and in accordance with the terms and conditions of this Agreement and shall be responsible for any breach of this Agreement.

7.5 Licenses, Consents, and Permissions

You shall obtain and maintain all necessary licenses, consents, and permissions necessary for us, our contractors, and agents to perform their obligations under this Agreement, including without limitation the Services.

7.6 System Compliance

You shall ensure that your network and systems comply with the relevant specifications provided by us from time to time.

7.7 Network Connections and Telecommunications Links

You shall be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining, and securing your network connections and telecommunications links from your systems to the our data centres, and all problems, conditions, delays, delivery failures, or other loss or damage arising from or relating to your network connections or telecommunications links caused by the internet.

7.8 Customer Data

You shall own all right, title and interest in and to all the Customer Data that is not personal data and shall have the sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. You hereby license us to use the Customer Data for:

- the proper performance of the Services, including the provision of the Software and Documentation;
- the purposes set out in our Privacy Policy which forms part of this Agreement; and
- all other purposes relevant to the proper exercise of our rights and obligations under this Agreement.

8. Charges and Payment

8.1 Payment Terms

You shall pay the Subscription Fees to us in accordance with this Clause 8 and any enhanced support fees (if any) in accordance with Clause 3.3.

8.2 Contact and Billing Details

For the purposes of using our Services on the Effective Date you will pay the first monthly instalment of the Subscription Fees to us upfront in advance, either online or by bank transfer. Thereafter, each subsequent month shall be paid on the same calendar day in advance using the same method. In the event you pay the Subscription Fees using bank transfer, we will issue an invoice to you within thirty (30) Business Days.

Subject to Clause 13.1, in the event this Agreement continues for subsequent Renewal Periods, you shall ensure the Subscription Fees continue to be paid monthly in advance as aforesaid from the anniversary of the Effective Date or such subsequent Renewal Period (as the case may be).

8.3 Late Payment

If we have not received payment within fourteen (14) days after the due date, and without prejudice to any other rights and remedies of us:

- we may, without liability to you, disable your password, account, and access to all or part of the Software and Services, and we shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
- interest shall accrue daily on such due amounts at an annual rate equal to 3 % over the then-current base lending rate of Barclays Bank in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.



8.4 Fees and Amounts

All amounts and fees stated or referred to in this Agreement:

- shall be payable in the currency as selected in your Customer Account;
- are, subject to Clause 12.3, non-cancellable and non-refundable;
- are exclusive of value-added tax, which shall be added to our invoice(s) at the appropriate rate.

8.5 Fee Adjustment

We shall be entitled to increase the Subscription Fees, the fees payable in respect of the use of the service and its associated options, and support fees payable under Clause 3.3 at any time upon ninety (90) days prior notice to you, and Schedule 1 shall be deemed to have been amended accordingly.

9. Proprietary Rights

9.1 Intellectual Property Rights

You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Software, Services and the Documentation anywhere in the world and that rights in the Software, Services and Documentation are licensed (not sold) to you and you have not rights in, or to the Software, Services and/or Documentation other than the right to use them as expressly stated herein. You further acknowledge that you have no right to have access to any Software in source code form. This Agreement does not grant you any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Software, Services or Documentation.

9.2 Rights to Services

We confirm that we have all the rights in relation to the Software, Services and the Documentation that are necessary to grant all the rights under, and in accordance with, the terms of this Agreement.

10. Confidentiality

10.1 Confidential Information

Confidential Information means all confidential information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party and that Party's Representatives (whether before or after the date of this Agreement) in connection with this Agreement, including but not limited to:

- the existence and terms of this Agreement or any agreement entered into in connection with this Agreement;
- any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party (or of any member of the group of companies to which the disclosing party belongs); and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any

member of the group of companies to which the disclosing party belongs);

- any information developed by the Parties while carrying out this Agreement and the Parties agree that: (i) details of the Services and the results from any performance tests, shall constitute our Confidential Information; and (ii) Customer Data shall constitute your Confidential Information.

10.2 Exceptions to Confidentiality

The provisions of this Clause 10 shall not apply to any Confidential Information that:

- is or becomes generally available to the public (other than because of its disclosure by the receiving party or its Representatives in breach of this clause);
- was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from, disclosing the information to the receiving party; or
- the Parties agree in writing that this is not confidential or may be disclosed.

10.3 Confidentiality

Each Party shall keep the other Party's Confidential Information secret and confidential and shall not:

- use such Confidential Information except to exercise or perform its rights and obligations under or in connection with this Agreement; or
- except as expressly permitted by this Clause 10, disclose Confidential Information in whole or in part to any third party.

10.4 Disclosure of Confidential Information

A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information in order to perform its rights and obligations under this Agreement, provided that:

- it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- at all times, is responsible for such Representatives' compliance with the confidentiality obligations set out in this Clause.

A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority (including, without limitation, or by a court or other authority of competent jurisdiction), provided that to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.

10.5 Bribery Act 2013

A Party may disclose Confidential Information if it has reasonable grounds to believe that the other Party is involved in an activity that may constitute a criminal offence under the

Bribery Act 2013, without first informing the other Party of such disclosure.

10.6 Confidentiality Rights

Each Party retains all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information other than those expressly stated herein are granted to the other Party, or to be implied from this Agreement.

10.7 Termination or Expiry of this Agreement

On termination or expiry of this Agreement (howsoever caused) each Party shall:

- destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information;
- erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable);
- certify in writing to the other Party that it has complied with the requirements of this Clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority; and in the case of the Supplier the above provisions shall be subject to Clause 4.1(a) above.

10.8 No Public Announcement

No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

10.9 Except as expressly stated in this Agreement, no Party makes any express or implied warranty or representation concerning its Confidential Information.

10.10 The above provisions of this Clause 10 shall continue to apply after termination or expiry of this Agreement (howsoever caused).

11. Indemnity

11.1 Indemnification

You shall defend, indemnify, and hold harmless us against any claims, actions, proceedings, losses, damages, expenses, and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your use of the Software, Services and/or Documentation, provided that:

- you are given prompt notice of any such claim;
- we provide reasonable co-operation to you in the defence and settlement of such claim, at your expense; and
- you are given sole authority to defend or settle the claim.

11.2 Patent, Copyright, Trademark, and Confidentiality Infringement

We shall defend you against any claim that your use of the Services or Documentation by this Agreement infringes any (United Kingdom) patent effective as of the Effective Date, copyright, trade mark, database right, or right of confidentiality, and shall indemnify you for any amounts awarded against you in judgment or settlement of such claims, provided that:

- we are given prompt notice of any such claim;
- you do not make any admission or otherwise attempt to compromise or settle the claim and provides reasonable cooperation to us in the defence and settlement of such claim, at our expense;
- we shall have sole authority to defend or settle the claim.

11.3 Defence of Claims

In the defence or settlement of any claim, we may procure the right for you to continue using the Services, replace or modify them so that they become non-infringing, or terminate this Agreement on two (2) Business Days' notice to you without any additional liability or obligation to pay liquidated damages or other additional costs to you.

11.4 Infringement

In no event shall we, or our Representatives be liable to you to the extent that the alleged infringement is based on:

- a modification of the Software, Services or Documentation by anyone other than us or our Representatives;
- your or any Authorised User's use of the Software, Services or Documentation in a manner contrary to the instructions given to you by us or on our behalf; or
- you or any Authorised User's use the Software, Services or Documentation after notice of the alleged or actual infringement from us or any appropriate authority; or
- your or any Authorised User's breach of this Agreement.

11.5 Intellectual Property

The foregoing and Clause 12.3 set out your sole and exclusive rights and remedies, and our (including our Representatives) entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

12. Limitation of Liability

12.1 Except as expressly and specifically provided in this Agreement:

- you assume sole responsibility for results obtained from the use of the Software, Services and the Documentation by you and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions, or scripts provided in connection with the Services or any actions taken by us at your direction;
- all warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law, or otherwise, are excluded to the fullest extent permitted by law; and



- the Software, Services and Documentation are provided to you "as is" with no warranties of any kind.

12.2 Nothing in this Agreement excludes the liability of us

- for death or personal injury caused by our negligence; or
- for fraud or fraudulent misrepresentation; or
- any other liability that cannot be excluded or limited by law.

12.3 Subject to Clause 12.1 and Clause 12.2:

- we shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution, or otherwise for any loss of profits, loss of business, wasted expenditure, depletion of goodwill, and/or similar losses or loss or corruption of data or information or pure economic loss or for any special, indirect, or consequential loss, costs, damages, charges, or expenses however arising under this Agreement; and
- our total maximum aggregate liability under or in connection with this Agreement whether in contract, (including in respect of the indemnity at Clause 11.2), tort including negligence, or otherwise, shall in all circumstances be limited to the amount of the total Subscription Fees paid by you during the twelve (12) months immediately preceding the date on which any claim arose.

12.4 Intellectual Property Rights

Nothing in this Agreement excludes the liability of the Customer for any breach, infringement, or misappropriation of the Supplier's intellectual property rights.

13. Term and Termination

13.1 Duration of Agreement

This Agreement shall, unless otherwise terminated as provided in this Clause 13, commence on the Effective Date and shall continue for the Initial Subscription Term and, thereafter, this Agreement shall be automatically renewed for successive periods of twelve (12) months (each a "Renewal Period"), unless:

- either Party notifies the other Party of termination, in writing, at least thirty (30) before the end of the Initial Subscription Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
- otherwise terminated by the provisions of this Agreement; and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Subscription Term**".

13.2 Termination for Breach

Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:

- the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after being notified in writing to make such payment.
- the other Party commits a material breach of any other term of this Agreement and (if such breach is remediable), fails to remedy that breach within a period of seven (7) Business Days after being notified in writing to do so;

- an Insolvency Event occurs in respect of the other Party;
- there has been a Change of Control of the other Party.

13.3 Consequences of Termination

On termination of this Agreement for any reason:

- all licenses granted under this Agreement shall immediately terminate (and the Customer shall and shall procure each of the Authorised User's shall immediately cease all use of the Software, Services and/or the Documentation);
- each Party shall return and make no further use of any equipment, property, Documentation, and other items (and all copies of them) belonging to the other Party;
- the Parties agree Clause 4.1(a) above shall apply to Customer Data;
- any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, will not be affected or prejudiced.

14. Force Majeure

If either Party is in breach of this Agreement or fails to perform any of its obligations, it shall not be in breach nor liable for delay in performing, or failure to perform, such obligations because of a Force Majeure Event. The time for the performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for a successive period of [two (2) calendar months] the party not affected may terminate this Agreement by giving thirty (30) days written notice, to the affected party providing sufficient time for the affected party.

15. Conflict

If there is an inconsistency between any of the provisions in this Agreement and the Schedules, the provisions in this Agreement shall prevail.

16. Variation

No variation, amendment or change to this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17. Waiver

17.1 A waiver of any right or remedy shall only be effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.2 No delay, failure to exercise, or the single or partial exercise of any right or remedy shall preclude the further exercise of that same right or remedy, nor shall it prevent any other Party from exercising its rights.

18. Rights and Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are supplemental to, and not exclusive of, any rights or remedies provided by law.



19. Severance

19.1 Invalid Provisions

If any provision or part-provision of this Agreement is invalid, illegal, or unenforceable, it shall be deleted. However, the validity and enforceability of the rest of this Agreement shall not be affected.

19.2 Replacement Provision

If any provision or part-provision of this Agreement is deleted under Clause 19.1, the Parties shall negotiate in good faith to agree on a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20. Entire Agreement

20.1 This Agreement is the entire agreement between the Parties and replaces and extinguishes all previous and contemporaneous agreements, promises, assurances, and understandings between them, oral or written, relating to its subject matter.

20.2 Each Party acknowledges that it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Agreement.

20.3 Each Party agrees that it will have no claim for innocent or negligent misrepresentation (or negligent misstatement) based on any statement in this Agreement.

20.4 Nothing in this clause shall limit or exclude any liability for fraud.

21. Assignment

21.1 You shall not assign, novate, transfer, charge, subcontract, or deal in any other manner with your rights or obligations under this Agreement without the prior written consent of us.

21.2 We may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of our rights or obligations under this Agreement.

22. No Partnership or Agency

Nothing in this Agreement shall be construed to create a partnership between the Parties nor authorise either Party to act as an agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise bind the other in any way (including, but not limited to, making any representation or warranty, assuming any obligation, or liability and exercising any right or power).

23. Third-Party Rights

This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) under the Contracts (Rights of Third Parties) Act 2001.

24. Notices

24.1 Notices

Any notice given to a Party under or in connection with this Agreement shall be in writing and shall be:

- delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - o the Customer at: Customer email as confirmed in your Customer Account;
 - o the Supplier at: hello@xono.online.

24.2 Any notice shall be deemed to have been received:

- if delivered by hand, at the time the notice is left at the proper address;
- if sent by pre-paid first-class post or other next working day delivery service, at 9:00 am on the second Business Day after posting; or
- if sent by email, at the time of transmission, or, if this time falls outside Normal Business Hours in the place of receipt, when Normal Business Hours resume.

24.3 This Clause does not apply to the service of any proceedings or other documents in any legal action, arbitration, or other method of dispute resolution.

25. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter, or formation (including non-contractual disputes or claims), shall be governed by and interpreted by the laws of the Isle of Man.

26. Jurisdiction

Each Party irrevocably agrees that the Isle of Man courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement, its subject matter, formation (including non-contractual disputes or claims).



SCHEDULE 1
Subscription Fees and Support Fees

The Customer shall select via its Customer Account its subscription plan and model purchased together with the support services to be acquired. For information purposes only, the Subscription Fees payable and Support Fees for each subscription tier are set out below. Such fees may be subject to review and adjustment by us in our sole discretion from time to time in accordance with the terms of this Agreement.

SUBSCRIPTION FEES			
The subscription fees for each subscription tier shall be as follows per month:			
TYPE OF PLAN	COST		
Basic	R4,800.00 ZAR	£200.00 GBP	\$255.00 USD
Classic	R9,600.00 ZAR	£400.00 GBP	\$510.00 USD
Premium	R24,000.00 ZAR	£1000.00 GBP	\$635.00 USD
Enterprise	Please contact Sales@xono.online		

SUPPORT FEES AND ADDITIONAL SERVICES			
The Supplier's standard support fees are as follows per month:			
TYPE OF SUPPORT	COST		
Basic email support during normal business hours	No cost and included as part of our Basic Package		
Standard email support during normal business hours (included in Classic Package)	R1,200 ZAR	£50.00 GBP	\$65.00 USD
Premium email support during extended business hours (included in Premium Package)	R3,600 ZAR	£150.00 GBP	\$190.00 USD
Custom On-Boarding (included in Classic and Premium Package)	R3,600 ZAR	£150.00 GBP	\$190.00 USD
Service Level Agreement (SLA) (included in Premium Package)	R6,000 ZAR	£250.00 GBP	\$320.00 USD
Branding (Limited-download branding on login)	R19,200.00 ZAR	£800 GBP	\$1020.00 USD
Whitelabel (separate lobby and App)	R48,000.00 ZAR	£2000.00 GBP	\$2,540.00 USD