

TERMS OF SERVICE:

1. WELCOME

This Agreement governs the provision of the ExpenseOnDemand expense and other related services including browser access, encryption, transmission, storage, system maintenance, software upgrades, data backup and support.

2. DEFINITIONS

- i. **"AI Act"** means Regulation (EU) 2024/1689 (the EU Artificial Intelligence Act), and any successor or equivalent legislation in the United Kingdom or other applicable jurisdictions, each as amended or replaced from time to time.
- ii. **"AI Feature"** means any feature or functionality of the Service that uses artificial intelligence techniques, including without limitation the Chatbot, AI receipt capture and optical character recognition, AI auto-categorisation and general ledger coding, implausible amount detection, foreign receipt parsing, missed VAT recovery identification, and any further AI-powered features introduced by EOD from time to time.
- iii. **"AI Output"** means any output, content, suggestion, classification, extraction, flag, score, or recommendation generated by an AI Feature.
- iv. **"Charges"** means the licence fees or any other charges relating to the usage of the Software paid by the Customer to EOD or an accredited EOD Partner (either on a periodic or perpetual basis) for the Service in accordance with the Terms.
- v. **"Customer"** means the company or legal entity that you represent;
- vi. **"Customer Data"** means any data, information or material provided or submitted by the Customer to the Service in the course of using the Service;
- vii. **"Data Controller"**, **"Data Processor"**, **"Data Subject"**, **"Personal Data"**, **"Process"** and **"Processing"** shall have the meaning prescribed under the Data Protection Legislation to the limited extent of data processed by EOD under this Terms of Service (TOS). For the purposes of these presents, EOD shall be the Data Processor and the Customer shall be the Data Controller.
- viii. **"Data Protection Legislation"** or **"DPL"** means (i) the Data Protection Act 2018; (ii) the UK General Data Protection Regulation (Regulation (EU) 2016/679) (the "General Data Protection Regulation" or "GDPR") as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as may be modified or amended from time to time) and any applicable national implementing applicable law as amended from time to time; and (iii) all applicable law about the Processing of Personal Data and privacy; including any applicable codes of practice that are issued by a Data Protection Regulator;
- ix. **"EOD"** means ExpenseOnDemand the trading name of Expense On Demand Ltd, and shall also refer to all holding companies of Expense On Demand Ltd and all subsidiary and affiliated companies of such holding companies where the context so admits;
- x. **"GPAI Model"** means a general-purpose artificial intelligence model as defined in the AI Act, including any such model provided by a third party and used by EOD to power an AI Feature.
- xi. **"Initial Term"** has the meaning given in Clause 10(i): the first one (1) calendar month (for a Monthly Subscription) or twelve (12) months (for an Annual Subscription) of the Customer's subscription, commencing on the Effective Date.
- xii. **"Licensed Material"** means the manuals, product specifications and other documentation relating to the Software published by EOD from time to time in any printed or electronic form;
- xiii. **"Minimum Monthly Commitment"** has the meaning given in Clause 10(vi). The term "Minimum Renewal Commitment", where used elsewhere in these Terms, shall be read as a reference to the Minimum Monthly Commitment.
- xiv. **"Minimum Renewal Commitment"** shall be read as a reference to the Minimum Monthly Commitment (as defined in Clause 10(vi)).
- xv. **"Old EOD Customers"**, means customers who have moved from the old EOD platform to the new (current) EOD platform.
- xvi. **"Service"** means the EOD expense reporting mobile and website-based service (Cloud Service) and related services;
- xvii. **"Software"** means the EOD expense software application and such software as EOD shall provide access to from time to time;
- xviii. **"Subcontract"** means any contract between the EOD and a third party pursuant to which, EOD agrees to source the provision of any of services and/or goods pursuant to this TOS, from such third party. "Subcontractor" means the contractors or service providers that enter into a Subcontract with the EOD.
- xix. **"Sub-processors"** means third parties authorised under these Terms to have logical access to and process Customer Data in order to provide parts of the Services.
- xx. **"Subscription Term"** means each successive renewal period of one (1) calendar month (for a Monthly Subscription) or twelve (12) months (for an Annual Subscription) into which the Initial Term automatically extends in accordance with Clause 10(ii). For clarity, where these Terms refer to the "Initial Term (the current Subscription Term)", the phrase refers to whichever of the Initial Term or the then-current Subscription Term the Customer is in at the relevant time.
- xxi. **"Terms"** means the terms and conditions laid out in this Agreement and from time to time upon which EOD offers the Service to the Customer;

- xxii. "User(s)" mean employees, representatives, consultants, contractors or agents who are authorised to use the Service and have been supplied user identifications and passwords by the Customer (or by EOD at the Customer's request).

3. THE EOD SERVICES

Subject to these Terms, the Customer and/or its affiliates shall be entitled to have:

- i. Access to the Service;
- ii. Rights to download data to the Customer's own computer network and use components of the Service and Software solely for the purposes of enabling the Customer to use the Service;
- iii. Access to and use of reasonable data storage facilities on the Service website solely for the purposes of enabling the Customer to use the Service;
- iv. On-going support as laid out in section 8 of this Agreement;
- v. Such other services as EOD may offer from time to time as part of the Service.

4. GENERAL TERMS AND CONDITIONS

- i. These Terms apply to the Service delivered by EOD to the Customer. All other terms, including all terms implied by statute and any pre-contractual representations, including those appearing in previous correspondence between the Customer and EOD are excluded. The application of any general terms and conditions upon which the Customer trades and any terms inconsistent with these Terms are excluded and shall be of no effect
- ii. EOD may update these Terms from time to time. When EOD updates these Terms:
 - a. EOD will publish the updated Terms on its website at the Terms of Service URL;
 - b. EOD will simultaneously publish, on a dedicated "Terms of Service – Updates" page on the EOD website, a notice that the Terms have been updated, the effective date of the update, a short plain-English summary of which clauses have changed, and the reason for each change;
 - c. the updated Terms will take effect on the date stated in the Updates page notice, which shall be no earlier than thirty (30) days after publication for any change, and no earlier than sixty (60) days after publication for any change that materially increases the Customer's commercial obligations (including, without limitation, changes to Charges, payment terms, term and renewal mechanics, or termination procedures), but excluding annual price increases applied automatically at renewal under Clause 9.XVI;
 - d. it is the Customer's responsibility to review the Terms and the Updates page periodically. The Customer's continued use of the Service after the effective date of an update shall constitute acceptance of the updated Terms;
 - e. **Concerns, negotiation and non-renewal.** Where an update materially increases the Customer's commercial obligations, the following process shall apply:
 - i. within thirty (30) days of publication of the update on the Updates page, the Customer may write to EOD at support@expenseondemand.com setting out (A) its concerns with the update, and (B) the specific change(s) the Customer proposes (for example, a price freeze, grandfathering on existing terms, or other commercial accommodation);
 - ii. EOD shall respond in writing within thirty (30) days of receipt of the Customer's notice, either accepting the Customer's proposal, declining it, or putting forward a counter-proposal;
 - iii. the parties shall thereafter negotiate in good faith for a period of up to thirty (30) days from EOD's response (the "Negotiation Period") to reach a mutually acceptable resolution;
 - iv. where the parties reach agreement during the Negotiation Period, the agreed terms shall apply to the Customer in place of the update. Where the parties do not reach agreement by the end of the Negotiation Period, the Customer may, within fourteen (14) days thereafter, give written notice of non-renewal under Clause 10(iii). Such notice shall take effect at the end of the Customer's then-current term, or if the date on which the change takes effect falls within the final period of the Customer's Initial Term (the current Subscription Term) equal to the applicable notice period under Clause 10(iii) (being ninety (90) days for an Annual Subscription or thirty (30) days for a Monthly Subscription), at the end of the next-following Subscription Term in accordance with Clause 10(iii);
 - v. where the Customer does not write to EOD within the thirty-day window in sub-paragraph (i), or does not give non-renewal notice within the fourteen-day window in sub-paragraph (iv), the Customer shall be deemed to have accepted the update. For the avoidance of doubt, annual price increases of up to the higher of (i) CPI or (ii) five per cent (5%) applied automatically under Clause 9.XVI shall not constitute a material increase in the Customer's commercial obligations for the purposes of this sub-clause and shall not trigger the process in sub-paragraphs (i) to (iv) above. Any price increase above that threshold shall be treated as a material change and the process in this sub-clause shall apply. In this sub-clause, "annual price increases" means a price increase applied to the Customer no more than once in any twelve (12) month period, regardless of whether the Customer is on a Monthly Subscription (which renews each month) or an Annual Subscription (which renews each twelve months).
- iii. EOD shall process the Personal Data in accordance with the terms and conditions of this Agreement and further confirms that any Personal Data previously communicated to it by the customer has been treated in terms of the Agreement.
- iv. Upon accepting these Terms, the Customer consents to allow EOD to use its name on EOD or affiliated websites and in its sales collateral during the period of this Agreement.

5. GRANT OF RIGHTS

- i. In consideration of and for such subscription periods and such individual expense accounts in respect of which the Customer shall have paid the Charges to EOD or an accredited EOD partner, EOD hereby grants to the Customer a non-transferable nonexclusive licence to access and use the Service and Software and the database created by the Service and to possess and use the Licensed Material and certain components of the Service and Software which are made available for downloading to the Customer's computer for the Customer's own internal use and to configure the Service and Software in accordance with Clause 6.
- ii. Named User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Service.
- iii. The Customer shall not:
 - a. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Software or the Licensed Material in any way;
 - b. modify or make derivative works based upon the Service or the Software or the Licensed Material;
 - c. create "frame" or "mirror" any Software or Licensed Material on any other server or wireless or Internet-based device; or
 - d. reverse engineer or access the Service in order to
 - i. build a competitive product or service,
 - ii. build a product using similar ideas, features, functions or graphics of the Service, or
 - iii. copy any ideas, features, functions or graphics of the Service.
- iv. Any direct competitor of EOD may not access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes except with EOD's prior written consent.

6. CONFIGURATION

- i. Following such training as may be specified by EOD's employees, agents or sub-contractors, the Customer may configure the Service and Software in accordance with such procedures as are specified from time to time by EOD. Any configuration of the Service and Software will become part of the Service and Software and will continue to be subject to the Terms.
- ii. The Customer is responsible for all activity occurring within their User accounts and shall abide by all applicable UK laws in connection with their use of the Service, including those related to data protection and the transmission of technical or personal data.
- iii. The Customer shall not impersonate another EOD User or provide false identity information to gain access to or use the Service.

7. THIRD PARTY INTERACTIONS

- i. During use of the Service, the Customer may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between the Customer or their Users and the applicable third-party. EOD and its licensors or sub-contractors or Sub-Processor shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion. EOD does not endorse any sites on the Internet that are linked through the Service. EOD may provide these links only as a matter of convenience, and in no event shall EOD or its licensors be responsible for any content, products, or other materials on or available from such sites. EOD provides the Service to you pursuant to the Terms of this Agreement. The Customer recognizes, however, that certain third-party providers of ancillary software, hardware or services may require its agreement to additional or different license or other terms prior to use of or access to such software, hardware or services.
- ii. Sub-Processors shall only Process Customer Data in order to perform one or more of EOD's specified obligations under the TOS. Prior to giving any Sub-Processor access to Customer Data, EOD shall ensure that such Sub-Processor has entered into a written agreement in such a manner that processing will meet the requirements of Data Protection Legislation and ensure the protection of the rights of the data subject. EOD shall remain liable for the performance of the sub-processor/s obligations. The current list of Sub-Processors being used and approved by the Customer for the Services are Azure, Amazon Cloud (AWS), Google Cloud, NTT Cloud and Rackspace. EOD shall obtain the prior written consent of the Customer when a new Sub-Processors is added to the above list.
- iii. In addition to the infrastructure Sub-Processors named above, EOD uses one or more providers of GPAI Models and related AI services to power certain AI Features. The current list of AI Sub-Processors includes (without limitation) OpenAI, Anthropic, Google, Microsoft Azure OpenAI Service, and Mistral. EOD shall obtain the prior written consent of the Customer when a new Sub-Processors is added to the above list. Customer Data processed by AI Sub-Processors is subject to contractual terms requiring, at a minimum, that such data shall not be used to train, fine-tune, or otherwise improve any model owned or operated by the AI Sub-Processor.
- iv. EOD shall make available to the Customer, on request, all information necessary to demonstrate compliance with the obligations laid down in this TOS and allow for and contribute, as necessary, to audits, including inspections, conducted by the Customer or another auditor mandated by the Customer.
- v. If the Customer requests EOD to integrate the Service with a third-party software, hardware, platform, or service that is not natively supported by EOD, then EOD will use commercially reasonable efforts to facilitate such integration. However, the Customer acknowledges and agrees that EOD shall not be held responsible or liable for the success, failure, or outcome of such integration where the failure arises due to limitations, changes, faults, incompatibilities, or lack of cooperation on the part of the third-party provider. It is

the Customer’s sole responsibility to ensure that their chosen third-party vendor cooperates fully with EOD to enable the integration. Under no circumstances shall failure to achieve or maintain such integration be considered a breach of this Agreement or constitute valid grounds for contract termination or non-payment of fees. EOD shall be entitled to retain any sums already paid by the Customer in respect of such integration efforts, and the Customer shall remain liable to pay any outstanding charges incurred or agreed in connection with such integration work, regardless of the outcome. This sub-clause shall not exclude or limit EOD’s liability for failures arising from EOD’s wilful misconduct, gross negligence, or breach of these Terms.

8. SERVICE LEVELS

- i. EOD will use reasonable care, skill and diligence in providing the Service and shall provide the Service in compliance and accordance with all applicable laws and regulations.
- ii. EOD will provide at least 98.5% “Service Uptime” during normal business hours. This Service Uptime refers to an access point on the EOD hosting provider’s backbone network. It does not apply to the portion of the circuit that does not transit the hosting provider’s backbone; the Customer is responsible for its own ability to access the Internet. In addition, the Service Uptime will not include scheduled maintenance or outages or disruptions attributable in whole or in part to force majeure events within the meaning of clause 20 of these TOS.
- iii. EOD will make daily data backups and provide storage for three weeks of such backups of the Software and any Customer Data stored by the operation of the Service.
- iv. Maintenance of the Service or other maintenance activities that may require interruption of the Service shall be, as far as possible, performed outside of “Normal Business Hours” which are 0900 hrs to 1800 hrs local UK time – Monday to Friday, except public holidays in United Kingdom.
- v. EOD will give the Customer at least 15 days advance notice by e-mail of any scheduled maintenance, whether or not such maintenance is to take place. Any maintenance activity that occurs during Normal Business Hours, for which no advance notice has been given, shall be considered downtime. EOD will maintain and update the Software. During maintenance events, EOD may at its discretion upgrade versions, install bug fixes, and apply patches to the hosted systems. EOD will use all reasonable efforts to avoid unscheduled downtime for Software maintenance.
- vi. The EOD help desk will respond to all support requests from CSRs within the periods specified below, according to priority.

Priority	Description	Target 1 st Time response	Target Resolution Time
P0	The system is inoperable or incapable of fulfilling its function. For example: User cannot login; User cannot submit or approve claims; payment export cannot be made. P0 incident must be reported by e-mail to support@expenseondemand.com .	Within 2 business hours	Within 8 business hours. There will be a continuous effort after initial response to resolve the problem with Customer cooperation.
P1	A high impact issue that causes critical functions to be inoperable so as to severely degrade operation of the system. P0 incident must be reported by e-mail to support@expenseondemand.com .	Within 4 business hours	Within 2 business days. Business days = Monday to Friday.
P2	A medium impact issue that causes some non-critical function to be operable.	Within 2 business days	Within 5 business days. Business days = Monday to Friday.
P3	A low impact issue that does not prevent Users from submitting or approving claims.	Within 3 business days	Next available scheduled maintenance window

- vii. Escalation. If no progress has been made on a Priority 0 or Priority 1 incident within the target resolution time, the incident will be escalated in writing to the Manager of EOD Technical Services. If the incident is not then resolved after a further incremental period equivalent to the target resolution time, the incident will then be escalated to the EOD Technology Director.
- viii. Exclusions. EOD will be under no obligation to provide support and shall not be liable for failure to perform the obligations in this Agreement and/or achieve the Service Uptime to the extent attributable to:
 - a. use of the Software other than in accordance with the Licensed Material and these Terms;
 - b. configuration of the Software not carried out in accordance with procedures specified from time to time by EOD;
 - c. configuration of the Software other than by EOD or an accredited EOD Partner or employees agents or subcontractors of the Customer who have been given appropriate training and approval by EOD;
 - d. use of the Software other than with the browsers / operating systems and appropriate hardware and network infrastructure approved by EOD;
 - e. failure by the Customer to implement recommendations or instructions for use of the Software advised by EOD or an accredited EOD Partner;

- f. defects or errors in the Software resulting from any unauthorised modifications or attempted modifications or unauthorised use of the Software or Service;
- g. continued use contrary to any reasonable written instructions provided by EOD;
- h. any fault in the Customer's equipment or operating environment used in conjunction with the Service;
- i. input errors or omissions by the Customer including inaccurate, incomplete or corrupt Customer Data;
- j. defects or errors caused by the use of the Service on a platform other than that specified by EOD.

9. INITIAL TERM, CHARGES AND PAYMENT

- I. **Trial Access:** The Customer will initially receive one-day exploratory access to the Service. Thereafter, we may opt for a short Free Trial period (credit card required) to evaluate the suitability of the Service for their business needs. No charges will be applied to the Customer's card during the Free Trial. Upon expiry of the Free Trial, if the Customer does not convert to a paid subscription, the account and associated data will be deleted at the end of the trial.
- II. **Access to Higher-Tier Features:** Customers on lower-tier plans may temporarily access features from higher-tier plans. These additional features may be used without charge for a limited period, after which they will be treated as billable and included in the next applicable billing cycle.
- III. **Payment Processing:** All payments are processed through Stripe (www.stripe.com), a global payment gateway partner. Charges will commence once the Free Trial ends and will continue recurring monthly.
- IV. **User Types and Billing Categories:** EOD classifies users as either "Power Users" or "Casual Users":
 - a. All Users loaded on to ExpenseOnDemand pay a Platform Fee in their billing currency.
 - b. Power Users, by default, include all Approvers and Finance Managers (Administrators), and optionally, frequent claimants. They (frequent claimants) are charged a fixed monthly rate allowing unlimited usage.
 - c. Casual Users may be charged as Power users during the months they save an expense. This must be agreed in writing. Else they will be charged as Power Users for each item they save. Where more than 60% of Users are set as Casual Users, then a higher Platform fee will be charged for these Casual Users, during the months they are not Power Users.
 - d. By default, all users on board as Power Users. The Customer can change these to Casual users. If not, they will be billed as Power Users.
- V. **Mid-Term Additions:** Customers may add users or features at any point during a billing cycle. Charges will be based on the current plan and the number of users and will be reflected in the next billing cycle.
- VI. **Subscription Term:** Unless expressly agreed otherwise in writing, the Service is contracted under one of the two subscription types set out in Clause 10(i): Monthly Subscription (rolling one-month Subscription Terms) or Annual Subscription (rolling twelve-month Subscription Terms). Where the Customer enters into a longer-term commitment in exchange for discounted pricing (based on user volumes and/or contract duration), the Subscription Term shall reflect the committed period, notwithstanding that billing may continue to occur on a monthly basis.
- VII. **For legacy customers** migrated from the Old EOD platform, the Annual Subscription type shall apply by default, and the twelve (12) month Initial Term and subsequent twelve-month Annual Subscription Terms as set out in Clause 10 shall continue to apply.
- VIII. **Early Termination:** Except where expressly permitted under this Agreement, Customers on an Annual Subscription who attempt to terminate the Agreement prior to the expiry of the applicable Subscription Term shall remain liable for all Charges (including the Minimum Monthly Commitment) through to the end of the Subscription Term, in accordance with Clauses 10(iv), 10(v), 10(vi) and 10(ix)(b).
- IX. Invoices shall be raised monthly corresponding to usage of the Service by the Customer.
- X. All payment obligations are non-cancellable, and all amounts paid are non-refundable, save where these Terms expressly provide otherwise.
- XI. The Customer may add and activate additional Users from within EOD. Added Users will be subject to the following:
 - a. Added Users will be coterminous with the pre-existing license term;
 - b. Users added in the middle of a billing month will be charged in full for that billing month.
- XII. All pricing terms are confidential, and the Customer agrees not to disclose them to any third party.
- XIII. EOD's obligations to provide Service under these Terms and the Customer's obligations to pay for such Service shall automatically be renewed after each Subscription period from and including the first day of the subsequent Subscription period for the duration of that subsequent Subscription period unless terminated in accordance with clause 10.
- XIV. The Customer agrees to provide EOD with current billing and contact information including name of legal entity, postal address, e-mail address, name and telephone number of an authorised billing contact and their EOD system administrator.
- XV. EOD reserves the right to suspend the Service and to impose a reconnection fee in the event the Customer's account is 90 days or more delinquent. The Customer agrees and acknowledges that EOD has no obligation to retain Customer Data after this 90 day period and that such Customer Data may be irretrievably deleted.
- XVI. The Customer agrees to pay a late payment charge at the rate of 1.5% per month on all invoice amounts not subject to a notified bona fide dispute from the date payment of such undisputed amounts was due until paid in full. To be excluded from the late payment charge any bona fide disputed invoice amount shall be notified to EOD within 60 days of receipt of the relevant invoice by the Customer.
- XVII. EOD may revise its fees and charges following the Initial Period by giving the Customer not less than thirty (30) days' prior written notice, which may be provided by e-mail, through notification within the Customer's subscription account, or through the Provider's regular newsletter. Any such revised fees shall take effect from the first day of the next Subscription Term. Where the Customer does not accept such revisions, it may elect not to renew the Agreement by giving notice in accordance with Clause 10(iii). Notwithstanding the foregoing,

annual fee increases of up to the higher of (i) the Consumer Price Index (CPI) as published by the relevant central bank, or (ii) five per cent (5%), may be applied automatically at renewal without further notice. This automatic annual increase shall apply to all subscription arrangements, including fixed-price or fixed-term contracts, to account for inflation, currency fluctuations, and increases in third-party service costs. By accepting these Terms of Service at sign-up, the Customer acknowledges and agrees to these adjustments in advance.

- XVIII. All Charges payable under these Terms shall be exclusive of Value Added Tax or other Government imposed taxes (if any) that shall be paid by the Customer at the rate and in the manner for the time being prescribed by law.

10. TERM, RENEWAL, AND TERMINATION

i. Subscription Types.

- a. **Monthly Subscription.** A subscription on a rolling monthly basis. The Initial Term is one (1) calendar month commencing on the Effective Date, and the Subscription thereafter renews automatically for successive one-month Subscription Terms in accordance with Clause 10(ii). Monthly Subscriptions are typically priced at a premium to Annual Subscription pricing to reflect the absence of a longer-term commitment.
- b. **Annual Subscription.** A subscription on a rolling annual basis, typically offered at a discount to Monthly Subscription pricing in exchange for the longer commitment. The Initial Term is twelve (12) months commencing on the Effective Date, and the Subscription thereafter renews automatically for successive twelve-month Subscription Terms in accordance with Clause 10(ii).
- c. **Identification of Subscription type.** The applicable subscription type shall be set out in the Order Form or, where the Customer self-onboards through the Service, identified during the sign-up process. For legacy customers migrated from the Old EOD platform, the Annual Subscription type shall apply by default, and the twelve (12) month Initial Term and subsequent twelve-month Annual Subscription Terms shall continue to apply.
- d. **Conversion between Subscription Types.** A Customer on a Monthly Subscription may convert to an Annual Subscription at any time during the Initial Term (the current Subscription Term). On conversion, a new twelve-month Annual Initial Term shall commence on the conversion date, Annual Subscription pricing shall apply with effect from the conversion date, and the Monthly Subscription shall terminate on the day before the conversion date. A Customer on an Annual Subscription may not convert to a Monthly Subscription during the Initial Term (the current Subscription Term). A Customer wishing to move from an Annual Subscription to a Monthly Subscription must (i) give valid notice of non-renewal of the Annual Subscription under Clause 10(iii), (ii) allow that Annual Subscription to terminate at the end of the then-current Annual Subscription Term, and (iii) subscribe afresh as a Monthly Subscription at the then-current Monthly Subscription pricing.

ii. Automatic Renewal

- a. On expiry of the Initial Term, and on expiry of each subsequent Subscription Term, the Agreement shall automatically renew for a further Subscription Term of the same duration as the then-current term, unless either party gives a valid notice of non-renewal in accordance with Clause 10(iii).
- b. Each Subscription Term shall be on the same terms and conditions as the immediately preceding term, subject only to pricing adjustments notified under Clause 9.

iii. Notice of Non-Renewal

- a. **Notice period.** The notice period for non-renewal is: (i) for a Monthly Subscription: thirty (30) days before the end of the Initial Term (the current Subscription Term); and (ii) for an Annual Subscription: ninety (90) days before the end of the Initial Term (the current Subscription Term).
- b. **Methods of giving notice.** Written notice from the Customer shall be valid if either (i) sent to support@expenseondemand.com from a registered administrator e-mail address, or (ii) given via the in-product "Unsubscribe" function by an authorised administrator. Either method is sufficient on its own; no additional step is required. EOD shall acknowledge a valid non-renewal notice in writing within five (5) business days, confirming the termination date.
- c. **Late notice – automatic renewal.** If the Customer gives notice less than the applicable notice period before the end of the Initial Term (the current Subscription Term), the Agreement will automatically renew for a further Subscription Term on the existing terms. The Customer's notice will not end the Agreement at the end of that Initial Term (the current Subscription Term); instead, it will take effect at the end of the further Subscription Term. The Customer remains liable for all Charges during that further Subscription Term. EOD shall confirm the effective termination date in writing on receipt of the notice.
 - I. **Worked example – Monthly Subscription.** The Customer's current Subscription Term ends on 31 January 2027. To prevent the Subscription from renewing on 1 February 2027, written notice must be received on or before 1 January 2027 (at least 30 days before 31 January 2027). Scenario A – timely notice: notice given on 28 December 2026; the Subscription ends on 31 January 2027. Scenario B – late notice: notice given on 15 January 2027; the Subscription automatically renews for February 2027 and the notice takes effect on 28 February 2027 (not 31 January 2027); the Customer remains liable for all Charges through 28 February 2027.
 - II. **Worked example – Annual Subscription.** The Customer's current Subscription Term ends on 31 December 2026. To prevent the Subscription from renewing on 1 January 2027, written notice must be received on or before 2 October 2026 (at least 90 days before 31 December 2026). Scenario A – timely notice: notice given on 1 October 2026; the Subscription ends on 31 December 2026 and no further Charges are payable for 2027. Scenario B – late notice: notice given on 15 October 2026; the Subscription automatically renews for the period 1 January 2027 to 31 December 2027 and the notice takes effect on 31 December 2027 (not 31 December 2026); the Customer remains liable for all Charges through 31 December 2027.

iv. Effect of Notice and Continuing Obligations

- a. Where the Customer has given valid notice of non-renewal under Clause 10(iii), termination of this Agreement shall take effect at the later of (i) the expiry of the Initial Term (the current Subscription Term), and (ii) the date on which the Customer has completed the substantive wind-down act set out in Clause 10(ix)(c)(i). Until the substantive wind-down has been completed, EOD shall be entitled to treat this Agreement as continuing by conduct on the basis set out in Clause 10(ix)(c)(iv).
- b. EOD's obligation to provide the Services and the Customer's obligation to pay all Fees shall continue in full force and effect until the expiry of the Initial Term (the current Subscription Term), notwithstanding the service of any notice of non-renewal.
- c. The Customer acknowledges and agrees that this Agreement is a subscription agreement of the type set out in Clause 10(i), and that notice of non-renewal does not constitute early termination and does not relieve the Customer of its payment obligations for the remainder of the Initial Term (the current Subscription Term).

v. Charges During the Notice Period

- a. Where a valid notice of non-renewal is given, the Customer shall continue to be billed for the entire notice period and until the end of the applicable Subscription Term in accordance with Clause 10(vi).
- b. All Fees payable during the notice period are **non-cancellable and non-refundable**, and no pro-rata shall apply.

vi. Minimum Monthly Commitment

- a. This Clause 10(vi) applies only to Annual Subscriptions. The Minimum Monthly Commitment shall not apply to Monthly Subscriptions. The Customer acknowledges and agrees that EOD commits to **annual cloud infrastructure capacity (including Microsoft Azure resources), third-party services, and dedicated operational and support resources** on the basis of the Customer's historical usage and contracted subscription levels, and that such commitments are **incurred in advance and are not capable of being materially reduced at short notice**.
- b. The Customer's billed Charges in any calendar month during the Initial Term (any current Subscription Term) shall not fall below seventy per cent (70%) of the highest monthly Charges billed to the Customer in either (A) the twelve (12) calendar months immediately preceding the relevant billing month, or (B) if the Customer has been subscribed for less than twelve (12) months, the period from the commencement of the Customer's subscription to the relevant billing month (the "Minimum Monthly Commitment"). Where actual usage in any month would generate Charges lower than the Minimum Monthly Commitment, EOD shall bill the Customer the Minimum Monthly Commitment for that month in lieu of usage-based Charges. The Minimum Monthly Commitment is calculated on a rolling basis at the start of each calendar month and applies irrespective of any reduction in actual usage, users, transactions, cards, integrations, or volumes during the term.
- c. During the Initial Term (any current Subscription Term), the Customer shall be billed monthly the higher of:
 1. the Fees calculated based on actual usage in accordance with the applicable Order Form; or
 2. the Minimum Monthly Commitment.
- d. The Minimum Monthly Commitment shall apply in lieu of, and not in addition to, usage-based charges.
- e. The Customer expressly agrees and acknowledges that the Minimum Monthly Commitment:
 1. represents a **genuine pre-estimate of EOD's committed and irrecoverable costs**, including cloud infrastructure commitments, third-party licences, and allocated support resources;
 2. **is commercially reasonable and proportionate** in light of EOD's cost structure and reliance on historical usage; and
 3. does not constitute a penalty, but forms part of the agreed price and minimum contractual commitment for the Initial Term (any current Subscription Term).
- f. No reduction, suspension, or removal of users, cards, transactions, integrations, or other usage metrics during the Initial Term (any current Subscription Term) shall operate to reduce the Minimum Monthly Commitment.

vii. Anti-Avoidance

- a. The Customer shall not take any action primarily intended to **circumvent, avoid, or artificially reduce** Fees or the Minimum Monthly Commitment, including (without limitation) bulk user removals, artificial suppression of transactions, reclassification of users, or delayed activity following automatic renewal. For the avoidance of doubt, prohibited avoidance behaviour also includes (i) splitting the Customer's business across multiple subscriptions or affiliated entities to dodge the Minimum Monthly Commitment anchor; and (ii) reclassification of Users from Power User to Casual User (or any analogous reclassification) for the purpose of suppressing the Minimum Monthly Commitment anchor. The Customer's initial classification of Users shall reflect actual expected usage.
- b. Where EOD reasonably determines that such avoidance behaviour has occurred, EOD may enforce the Minimum Monthly Commitment without adjustment.

viii. No Termination for Convenience

- a. Except as expressly set out in this Agreement, the Customer shall have **no right to terminate this Agreement for convenience**.

ix. Customer Wind-Down and Use of the In-Product Unsubscribe Function

- a. **Operational responsibility.** The Customer acknowledges that EOD's Service is delivered to thousands of customers and that EOD cannot, as a matter of operational practicality, individually deactivate Users, suspend integrations, delete tenants, or perform other wind-down operations on a per-customer basis via email request. The Customer is responsible for operating the in-product "Unsubscribe" function to complete the orderly wind-down of its own tenant.
- b. **Mid-term suspension.** Where the Customer wishes, during the Initial Term (the current Subscription Term), to suspend, deactivate or otherwise wind down its use of the Service for reasons that do not amount to termination of this Agreement (including, without limitation, internal restructuring, temporary downsizing or operational reorganisation), the Customer may operate the in-product Unsubscribe function. For the avoidance of doubt, operation of the Unsubscribe function during the Initial Term (the current Subscription Term) does not terminate this Agreement and does not affect the Customer's payment obligations

under Clauses 9, 10(iv) or 10(vi). The Customer shall remain liable for all Charges, including the Minimum Monthly Commitment, through the end of the Initial Term (the current Subscription Term).

- c. **Wind-down during a non-renewal notice period.** Where the Customer has given valid notice of non-renewal under Clause 10(iii), the parties contemplate that the Customer will conduct an orderly wind-down of its tenant. The wind-down is intended to (A) bring down the Customer's exposure to any inadvertent post-termination usage of the Service, and (B) give EOD operational certainty as to the Customer's intent to depart so that EOD can manage its capacity commitments accordingly:
- I. **Substantive wind-down – deletion of Claimants.** The Customer shall, no later than the last day of the calendar month in which the Initial Term (the current Subscription Term) is due to expire, delete all Claimants from the Customer's tenant. The parties acknowledge that the deletion of Claimants is the substantive operational act of wind-down and is the act by which termination of this Agreement under Clause 10(iv)(a) becomes operationally effective. Where the Customer has deleted the substantial majority of its Claimants, EOD shall treat this as evidence of the Customer's intent to depart and shall scale down its committed capacity, infrastructure and operational resources accordingly. Where the Customer has not deleted the substantial majority of its Claimants by the date on which the Initial Term (the current Subscription Term) would otherwise expire, the Agreement shall be treated as continuing by conduct under Clause 10(iv)(a), and the consequences set out in sub-paragraph (iv) below shall apply.
 - II. **Formal completion – Unsubscribe.** The Customer is encouraged, in addition to the deletion of Claimants under sub-paragraph (i), to operate the in-product Unsubscribe function as the formal completion of the wind-down. Operation of the Unsubscribe function is not a precondition to termination of this Agreement, which has already taken effect under Clause 10(iv), and is not a precondition to the scaling-down of EOD's capacity commitments under sub-paragraph (i); it serves only to trigger EOD's standard data-deletion processes in respect of the Customer's data and tenant.
 - III. **Charges through termination date.** The Customer remains liable for all Charges accruing through the termination date. For an Annual Subscription, this includes the Minimum Monthly Commitment for the termination month; for a Monthly Subscription, the Charges for the termination month shall be calculated at standard usage-based rates. In either case, the Charges for the termination month shall be payable in full whether or not Claimants are deleted during that month;
 - IV. **Billing during continuation by conduct.** Where the Agreement is treated as continuing by conduct under Clause 10(iv)(a) (because the Customer has not deleted the substantial majority of its Claimants by the date on which the Initial Term (the current Subscription Term) would otherwise expire), the Customer shall be billed monthly for actual usage at standard usage-based rates, without application of the Minimum Monthly Commitment, until the earlier of (A) the Customer's deletion of the substantial majority of its Claimants, at which point this Agreement shall terminate under Clause 10(iv)(a) and EOD shall make Customer Data available to the Customer for export in accordance with Clause 12(iv); (B) the Customer's operation of the in-product Unsubscribe function, which shall also operate to terminate this Agreement and trigger EOD's standard data-deletion processes; or (C) EOD's deletion of the tenant in accordance with its published data retention and deletion policies, which shall also operate to terminate this Agreement.
 - V. EOD shall be under no obligation to deactivate the Customer's tenant, delete Claimants, suspend integrations, or take any other wind-down action in respect of the Customer's tenant absent the Customer's operation of the in-product Unsubscribe function.
- d. **Availability of the Unsubscribe function.** EOD shall make the Unsubscribe function available to authorised administrators of the Customer's account during Normal Business Hours, save for scheduled maintenance windows of which reasonable advance notice has been given. EOD shall provide reasonable in-product guidance on how to locate and use the function. If the Unsubscribe function is genuinely unavailable for technical reasons attributable to EOD for a continuous period of more than seventy-two (72) hours, the Customer may give notice to support@expenseondemand.com setting out the wind-down actions the Customer wishes to be taken; EOD shall give effect to those actions within five (5) business days of receipt.
- e. **Customer credentials.** The Customer shall maintain at all times at least one authorised administrator with the credentials and authority to operate the Unsubscribe function and to delete Claimants. Loss, expiry or non-handover of administrator credentials shall not relieve the Customer of any obligation under this Agreement and shall not transfer the operational wind-down obligation in this Clause 10(ix) to EOD.
- x. Without prejudice to any right or remedy one party may have against the other prior to the date of termination, these EOD Terms shall terminate:
- a. Forthwith upon written notice served by EOD upon the Customer **in the event the Customer fails to make any payment** on the due date and such payment shall not have been made within 30 days of a written request for the same (such request alerting the Customer to EOD's rights under this section).
 - b. Forthwith upon written notice served by one party upon the other party in the event that such other party is the subject of a proceeding in bankruptcy, is placed in receivership or enters into an arrangement for the benefit of its creditors (or any such process or arrangement analogous under any law).

11. EFFECT OF TERMINATION

- i. In the event of the termination of this Agreement for any reason whatsoever, the Customer shall as far as is reasonably practicable

- a. within 10 days (ten) of termination delete from any computer or otherwise destroy any component of the Software downloaded by the Customer and all electronic copies of the Licensed Material,
 - b. if requested by EOD provide a certificate signed by a duly authorised officer of the Customer stating that the Customer has complied with its obligations under the above clause and
 - c. forthwith pay any monies due to EOD or to become due at a later date within 10 days of a written request indicating such sums are due. If any sums are disputed, this shall be dealt with in accordance with clause 9 (IX).
- ii. Save only as expressly provided otherwise in this Agreement, no part of the Charges shall be repayable on termination of this Agreement for any reason.
 - iii. In the event of termination of this Agreement for any reason whatsoever, EOD shall (if applicable) facilitate an orderly handover of the provision of the EOD Services to the Customer and/or a new service provider.

12. CUSTOMER DATA

- i. EOD does not own any Customer Data submitted in the course of using the Service
- ii. The Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and right to use all Customer Data.
- iii. EOD may access, process and use Customer Data as reasonably necessary to:
 - a. operate or maintain the Service (including virus scanning)
 - b. to evaluate or improve the performance and implementation of the Service or Software
 - c. to perform statistical analysis and other data mining activities and to present such data in whatever format EOD requires to measure, amongst other things, interest in and use of the Service or Software. During this process, EOD shall not identify Customer Data with the Customer nor specifically identify any individual, company or entity to the extent that the Customer Data contains any Personal Data (as used in Clause 16 below), it shall not be used for this purpose. Data that has been made anonymous is no longer Personal Data.
 - d. to develop and design new products and services provided that all Customer Data disclosed or made available pursuant to this section to any third party not subject to obligations of confidentiality to the Customer or EOD shall not identify Customer Data with the Customer nor specifically identify any individual, company or entity to the extent that the Customer Data contains any Personal Data (as used in Clause 16 below), it shall not be used for this purpose. Data that has been made anonymous is no longer Personal Data.
- iv. In the event this Agreement is terminated (other than by reason of Customer's breach), EOD will make available to the Customer access to the Customer Data for a period of up to 30 days from date of termination. EOD reserves the right to withhold, remove and/or discard Customer Data without notice following any breach, including, without limitation, non-payment. Upon termination for cause, the Customer's right to access or use Customer Data immediately ceases, and EOD shall have no obligation to maintain or forward any Customer Data
- v. Notwithstanding anything contained herein and within such period that EOD is obligated to save any data under the provision of this TOS, EOD will, at the written direction of the customer, delete or destroy, such Personal Data and copies thereof and certify, in writing, its compliance in relation to such requirements. The Customer, anyway, has the right and the option to delete data as and when required.
- vi. EOD will ensure that any person authorised to access Personal Data shall be subject to written (or statutory) obligations to maintain the confidentiality of Personal Data, comply with the obligations in this Agreement and are trained on the requirements of Data Protection Legislation and their obligations in respect of Personal Data under this Agreement.

13. WARRANTIES

- i. EOD warrants and represents that it has the right to licence the Software as provided in this Agreement
- ii. EOD warrants and represents to the Customer that the Customer's use of the Software in accordance with the terms of this Agreement shall not infringe the intellectual property rights of any third party. EOD hereby indemnifies the Customer against any and all actions, suits, claims, liabilities, demands, losses, charges, damages, costs and expenses that the Customer may suffer or incur as a result of any third party claiming that the Software or Licensed Material infringe that third party's intellectual property rights.
- iii. Notwithstanding any other provision of this TOS, EOD does not warrant that use of the Software will meet the Customer's data processing requirements nor that the operation of the Software will be uninterrupted or error-free.
- iv. EOD accepts no liability concerning the use or non-use of any data reports or information provided or available to the Customer within the Service. Such data reports or information may need further expert or specialist advice or configuration or interpretation to be obtained by the Customer before they can be fully or partly understood or assessed, or use made of or reliance placed on them
- v. All data reports or information provided or available to the Customer as part of or in connection with the Service is for the Customer's own exclusive internal use. EOD does not accept any obligation or liability to any third party or generally and the parties do not intend that these Terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to them

14. LIMITATION OF LIABILITY:

- i. THE OBLIGATIONS ACCEPTED BY EOD IN CLAUSE 8, Section I, II, III, IV V AND VI ARE IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE DATA REPORTS AND DOCUMENTATION AND SERVICE PROVIDED BY EOD INCLUDING

WARRANTIES OF QUALITY, PERFORMANCE, NON-INFRINGEMENT, MERCHANTABILITY. NOR ARE THERE ANY WARRANTIES CREATED BY COURSE OF DEALING, COURSE OF PERFORMANCE, OR TRADE USAGE. SUBJECT TO THE SERVICE UPTIME COMMITMENT EOD DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE OR SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, ERROR-FREE, OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES EOD WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. EOD TRIES TO MAKE SURE YOUR USE OF THIS WEBSITE IS UNINTERRUPTED AND INFORMATION TRANSMITTED OVER IT IS FREE OF ERRORS. BUT EXTERNAL FACTORS MEAN THIS CAN'T BE GUARANTEED.

- ii. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. EOD IS NOT RESPONSIBLE AND SHALL HAVE NO LIABILITY OF ANY KIND FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGE OR LOSS RESULTING IN ANY WAY FROM SUCH USE. THE CLIENT ACKNOWLEDGES AND CONFIRMS THAT IT HAS HAD AN OPPORTUNITY TO CARRY OUT A THOROUGH DUE DILIGENCE EXERCISE IN RELATION TO THE SERVICES AND THIS CONTRACT INCLUDING ASKING QUESTIONS IT CONSIDERS RELEVANT, RECEIVING INFORMATION AND CONSIDERING INFORMATION AND MAKING ITS OWN ENQUIRIES TO SATISFY ITSELF AS TO THE ACCURACY AND COMPLETENESS OF ANY INFORMATION RECEIVED AND HAS RAISED ALL RELEVANT DUE DILIGENCE QUESTIONS WITH EOD BEFORE ENTERING INTO THIS CONTRACT AND HAS ENTERED INTO THIS CONTRACT IN RELIANCE ON ITS OWN DUE DILIGENCE.
- iii. IN ANY EVENT **EACH PARTY'S CUMULATIVE LIABILITY** UNDER THESE TERMS OR ANY TRANSACTION CONTEMPLATED HEREUNDER OR FOR ANY DATA REPORT OR INFORMATION OR SERVICE PROVIDED TO THE CUSTOMER OR ANY DEFECT OR FAILURE THEREIN OR ARISING FROM ANY COURT OF COMPETENT JURISDICTION HOLDING ANY OF THE ABOVE WARRANTIES OR DISCLAIMERS OR LIMITATIONS OF LIABILITY INVALID, INCLUDING ANY CAUSE OF ACTION IN CONTRACT, TORT OR STRICT LIABILITY, SHALL BE LIMITED TO ONE TIMES THE AMOUNT OF FEES PAID BY CUSTOMER TO EOD UNDER THESE TERMS DURING THE 12 MONTHS PRIOR TO SUCH EVENT.
- iv. EACH PARTY'S **LIMITATION OF LIABILITY IS CUMULATIVE WITH BOTH PARTIES' EXPENDITURES** TO ADDRESS LIABILITY BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. EACH PARTY RELEASES THE OTHER PARTY FROM ALL OBLIGATIONS, LIABILITIES, CLAIMS OR DEMANDS IN EXCESS OF THE LIMITATION. THE PARTIES ACKNOWLEDGE THAT OTHER PARTS OF THESE TERMS RELY UPON THE INCLUSION OF THIS SECTION AND THE RESULTING ALLOCATION OF RISKS.
- v. BOTH PARTIES ACKNOWLEDGE AND AGREE THAT THE TERMS OF THIS AGREEMENT DO NOT OPERATE BY WAY OF PENALTY AND CONSTITUTE A GENUINE PRE-ESTIMATE OF LOSS.
- vi. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION) HOWEVER CAUSED (INCLUDING NEGLIGENCE) ARISING OUT OF THE RELATIONSHIP BETWEEN EOD AND CUSTOMER EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- vii. NOTHING IN THESE TERMS SHALL EXCLUDE OR LIMIT THE LIABILITY OF EITHER PARTY, ITS SERVICE ENTITIES AND PERSONNEL FOR DEATH OR PERSONAL INJURY CAUSED BY THEIR NEGLIGENCE OR THE NEGLIGENCE OF THEIR EMPLOYEES AGENTS OR CONTRACTORS
- viii. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT EOD HAS NO LIABILITY TO ANY PERSON FOR THE CONTENT OF ANY THIRD-PARTY PUBLICATIONS AND SOURCES UPON WHICH ANY SERVICE IS BASED.
- ix. EOD ACCEPTS NO LIABILITY FOR ANY CLAIM NOTIFIED TO IT MORE THAN ONE MONTH AFTER THE DATE OF RECEIPT BY THE CUSTOMER FROM EOD OF THE DATA REPORT OR INFORMATION IN RESPECT OF WHICH THE CLAIM ARISES.
- x. AS SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS SET OUT IN THIS SECTION, SOME OF THESE EXCLUSIONS MAY NOT APPLY.
- xi. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, NOTHING IN THIS CLAUSE OR ELSEWHERE IN THESE TERMS SHALL EXCLUDE, RESTRICT OR LIMIT ANY LIABILITY OR OBLIGATION THAT CANNOT, AS A MATTER OF APPLICABLE LAW, BE EXCLUDED, RESTRICTED OR LIMITED, INCLUDING (WITHOUT LIMITATION) ANY NON-EXCLUDABLE OBLIGATION OF EOD AS A PROVIDER OR DEPLOYER UNDER THE AI ACT, ANY NON-EXCLUDABLE OBLIGATION UNDER THE UK GENERAL DATA PROTECTION REGULATION OR THE DATA PROTECTION ACT 2018, AND ANY LIABILITY FOR FRAUD, FRAUDULENT MISREPRESENTATION, OR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

15. CONFIDENTIALITY

- i. Definition of Confidential Information
 - a. "Confidential Information" means non-public information that a party to these Terms ("Disclosing Party") designates as being confidential to the other party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party and includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased software or hardware products or services, the marketing or promotion of any product or service, business policies or practices, and information received from others that the Disclosing Party is obligated to treat as confidential. Except as otherwise indicated in these Terms, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party.
 - b. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control, are controlled by, or are under common control with a party
- ii. Confidential Information shall not include any information, however designated, that
 - a. is or subsequently becomes publicly available without the Receiving Party's breach of any obligation owed to the Disclosing Party
 - b. became known to the Receiving Party from a source other than the Disclosing Party other than by the breach of an obligation of confidentiality owed to the Disclosing Party

- c. is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information
 - d. is necessarily disclosed by the Receiving Party pursuant to a statutory or regulatory obligation, but then only to the extent of such required disclosure.
- iii. Obligations regarding Confidential Information.
- a. The Receiving Party shall:
 - i. refrain from disclosing any Confidential Information of the Disclosing Party to third parties, except as expressly provided in this section.
 - ii. take reasonable security precautions, at least as great as the precautions it takes to protect its own Confidential Information, but no less than reasonable care, to keep confidential the Confidential Information of the Disclosing Party
 - iii. refrain from disclosing, reproducing, summarising and/or distributing Confidential Information of the Disclosing Party except in pursuance of the Receiving Party's business relationship with the Disclosing Party, and only as otherwise provided hereunder.
 - b. The Receiving Party may disclose Confidential Information of the Disclosing Party in accordance with a judicial or other governmental order, provided that the Receiving Party either
 - i. gives the Disclosing Party reasonable notice prior to such disclosure to allow the Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or
 - ii. obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.
 - c. The Receiving Party may disclose Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party will have executed or shall execute appropriate written agreements with third parties sufficient to enable the Receiving Party to enforce all the provisions of this clause.
 - d. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorised use or disclosure of Confidential Information or any other breach of this clause by the Receiving Party and its employees and consultants, and will cooperate with the Disclosing Party in every reasonable way to help the Disclosing Party regain possession of the Confidential Information and prevent its further unauthorised use or disclosure. The Receiving Party shall, upon termination of these Terms and at the Disclosing Party's request, return or certify destruction of or deletion from all computers of all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the Receiving Party as Confidential Information
- iv. Remedies.
- a. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorised disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
- v. Miscellaneous.
- a. All Confidential Information is and shall remain the property of the Disclosing Party. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied right to the Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. The Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein.
 - b. The parties agree to comply with all applicable UK laws that apply to any Confidential Information or any product (or any part thereof), process or service that is the direct product of the Confidential Information.
 - c. These terms of confidentiality shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire products without use of the other party's Confidential Information.

16. DATA PROTECTION / DATA PROCESSING AGREEMENT:

- i. The Customer acknowledges that in connection with the performance of its obligations under these Terms, EOD and any outsource web site hosting entity that EOD may use in connection with the Service may carry out processing on Personal Data relating to employees of the Customer. (The category of Personal Data is email addresses of employees of the Customer) EOD shall carry out such operations in compliance with any applicable Data Protection Legislation in force from time to time, and shall, without limitation to the foregoing:
 - a. warrant that it will provide the Services with the degree of skill and care reasonably expected from a reasonably skilled and experienced global supplier of Services substantially similar in nature and complexity of the Service and take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data
 - b. only disclose Personal Data or information extracted from such data to third parties in accordance with sub-clause (c) below or with the prior written approval of the Customer, subject to the non-disclosure exemptions set out within the DPL
 - c. If EOD receives any complaint, notice or communication which relates directly or indirectly to the processing of Customer Data or to either party's compliance with applicable Data Protection Legislation and the data protection principles set out therein (including from a data subject or any person or regulatory body with responsibility for monitoring and/or enforcing compliance with the Data Protection Legislation), it shall, unless repugnant to applicable laws/regulations/directions of any regulatory/judicial authority:
 - i. promptly notify the Customer and provide full details of any complaint, notice or communication;

- ii. only respond to any such complaint, notice or communication received, together with a copy to the Customer if authorised by the Customer;
 - iii. provide the Customer with necessary co-operation and assistance, as may be legally required, in relation to any such complaint, notice or communication.
- ii. The Customer acknowledges that it is solely responsible for the creation of all Personal Data upon which EOD and any outsource web site hosting entity that EOD may use in connection with the Service carries out Processing under these Terms. The Customer shall make obtain and maintain all necessary notifications authorisations and consents the Customer is required to have for the Processing of Personal Data to be carried out by EOD and any such outsource web site hosting entity under these Terms. EOD acknowledges that Personal Data in the possession of EOD and any such outsource web site hosting entity shall at all times remain the property of the Customer
- iii. The Customer hereby instructs EOD and its sub-processors, as the case maybe, to carry out such Processing on Personal Data, only to the extent and in such a manner as is reasonably required by EOD to perform its obligations under these Terms. The Customer may vary the instruction given by this section with respect to the Processing of Personal Data at any time by written notice to EOD provided that EOD shall have no liability of any kind to the Customer for any loss or damage suffered by or claim made by any person against the Customer arising directly or indirectly from EOD complying with such notice. EOD shall process Personal Data only in accordance with the functionalities and configurations selected and initiated by the Customer within the platform, which shall be deemed the Customer's documented instructions for the purposes of Article 28(3)(a) of the UK GDPR. The Customer is solely responsible for ensuring that its use of the platform and any Personal Data it uploads are supported by a valid lawful basis under Article 6 of the GDPR (such as consent, performance of a contract, legal obligation, or legitimate interest). EOD shall not be responsible for determining the legal basis of such processing.
- iv. EOD shall not transfer any Personal Data outside of the European Union, unless prior written consent of customer has been obtained, in addition to meeting the following conditions;
 - a. Adoption of appropriate safeguards in relation to the transfer;
 - b. Compliance to chapter 3 of UK GDPR;
- v. EOD will notify the customer upon becoming aware of any actual, threatened or potential breach of security or loss of the Personal Data and, if a breach of security or loss occurs, immediately take all reasonable steps necessary to:
 - a. remedy such breach or loss or protect the Personal Data against any breach or threat; and
 - b. prevent an equivalent breach or loss in the future.
- vi. EOD does not exclude or limit its liability for damages or fines resulting from a breach of its data protection and security obligations that result in an unauthorised use or disclosure of personal data, or any breach of applicable Data Protection Legislation.
- vii. Neither party will exclude or limit its liability for damages resulting from either party's breach of its data protection and security obligations that result in an unauthorised use or disclosure of personal data, or any breach of applicable Data Protection Legislation.
- viii. EOD shall, to the extent legally permitted, promptly notify the Customer if it receives a request from a Data Subject in respect of Personal Data. Taking into account the nature of the Processing, EOD shall assist the Customer by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligations to respond to such requests under the Data Protection Legislation. (GDPR Art 15–22)
- ix. EOD shall, where applicable, provide reasonable assistance to the Customer with any data protection impact assessments and prior consultations with Supervisory Authorities, taking into account the nature of the processing and the information available to EOD. (GDPR Art 31, 35)
- x. EOD shall maintain a record of all categories of processing activities carried out on behalf of the Customer, in accordance with Article 30(2) of the GDPR, and shall make such records available to the Customer or Supervisory Authority upon request. (GDPR Art 30(2))

17. INTELLECTUAL PROPERTY

- i. The Customer agrees and acknowledges that this Agreement confers on it no rights in the Expense On Demand Service and Software or the Licensed Materials other than as are expressly granted by this Agreement.
- ii. The Customer shall not:
 - a. copy or translate the whole or any part of the Software or the Licensed Material
 - b. modify, merge or combine the whole or any part of the Software or the Licensed Material with any other software or documentation
- iii. The Customer shall:
 - a. keep confidential the Software and the Licensed Material and limit access to the same to those of its employees, agents and sub-contractors who either have a need to know or who are engaged in the use of the Software and the Licensed Material permitted by this Agreement
 - b. maintain or reproduce all copyright and trade mark notices on each copy of the Software and the Licensed Material
 - c. without prejudice to the foregoing take all such other steps as shall from time to time be necessary to protect the confidential information and intellectual property rights in the Software and the Licensed Material in its possession from any access use copying or disclosure not authorised by this Agreement
- iv. The Customer agrees to use the Software and any downloaded components of the Software only as provided in this Agreement and that it will not use the Software to develop similar systems or services to those provided by Expense On Demand or for any other purpose except that its trained employees, agents or sub-contractors may make such configurations to the Software as are permitted under clause 3

- v. EOD alone (and its licensors, where applicable) shall own all right, title and interest, including all related intellectual property rights, in and to the Service, the Software and the Licensed Material and any suggestions, ideas, paid for enhancements, feedback, recommendations or other information provided by the Customer or any other party relating to the Service. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Service, the Software, the Licensed Material or the Intellectual Property Rights owned by Expense On Demand. Expense On Demand, the Expense On Demand logo, and the product names associated with the Service are trademarks of Expense On Demand or third parties, and no right or license is granted to use them.
- vi. To assist with the development of the Software and the Service, the Customer may from time to time provide suggestions, comments or other feedback ("Suggestions") to Expense On Demand with respect to the Software and Service. The Customer acknowledges and agrees that all Suggestions are and shall be given entirely voluntarily. Suggestions, even if designated as confidential by the Customer, shall not, absent a separate written agreement, create any confidentiality obligation on the part of Expense On Demand. Furthermore, except as otherwise provided herein or in a separate subsequent written agreement between the parties, Expense On Demand shall be free to use, disclose, reproduce, license or otherwise distribute, and exploit Suggestions as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.
- vii. EOD shall indemnify the Customer in respect of any claims that the Service, the Software or the Licensed Materials breach third party intellectual property rights.
- viii. The provisions of this clause shall survive any termination or expiry of this Agreement.

18. DATABASE INTELLECTUAL PROPERTY:

- i. The Customer acknowledges and agrees that, with the exception of Customer Data, all intellectual property rights of any kind in EOD's databases, the information that they contain, data, reports or information derived from them shall be the exclusive property of EOD. EOD grants to the Customer a non-exclusive, non-transferable licence to use for its own internal purposes data, reports and information provided or available to the Customer as part of or in connection with the Service for such subscription periods and such individual expense accounts in respect of which the Customer shall have paid to EOD all applicable Charges
- ii. If EOD provides or makes available to the Customer as part of or in connection with the Service data reports or information the use of which is subject to conditions or restrictions, third party or otherwise, the Customer agrees to comply with such conditions or restrictions
- iii. The Customer shall indemnify EOD from any loss or liability incurred by EOD from any failure of the Customer to comply with this clause.

19. LOCAL LAWS & EXPORT CONTROL

The Service provides services and uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of the European Union. The Customer acknowledges and agrees that the site shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States and/or the European Union maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of an Embargoed Country or Designated National.

The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000

EOD and its licensors make no representation that the Service is appropriate or available for use in other locations. If you use the Service from outside the United States of America and/or the European Union, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the content contrary to United States or European Union (including European Union Member States) law is prohibited. None of the content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

20. FORCE MAJEURE

- i. "Force Majeure" shall mean any event or condition not existing at the date of these Terms, not reasonably foreseeable as of such date and not reasonably within the control of either party, which prevents in whole or in material part the performance by one of the parties of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. For the avoidance of doubt, lack of funds on the part of a party to make on the due date any payment required under these Terms shall not constitute an event of Force Majeure II.
- ii. Notice. Upon giving written notice to the other party, a party affected by an event of Force Majeure shall be released without any liability on its part from the performance of its obligations under these Terms, except for the obligation to pay any amounts due and owing hereunder, and then only to the extent and only for the period that its performance of such obligations is prevented by the event of

Force Majeure. The other party may likewise suspend the performance of all or part of its obligations or terminate the Agreement if the party affected by an event of Force majeure is so affected for 15 days or more.

21. WEBSITE SECURITY

- i. The Customer represents and warrants that
 - a. it has the legal right and ability to enter into and comply with these Terms and any licence conditions attaching from time to time to the use of Software
 - b. it will use the Service and Software for lawful purposes only and in accordance with all applicable UK laws, regulations and these Terms
 - c. it will not use any automatic or manual device or process nor take any steps to interfere with or in any manner compromise any security measures or the proper working of the Service or any other individual's or entity's computer using the Service or otherwise sharing the Service
 - d. it will not collect any information or communication about the Service or Users of the Service by monitoring, intercepting or intercepting any process of the Service or Software e. it will not use any type of bot, spider virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, trojan-horse routing, trap door, time bomb or any other codes or software instructions that are designed to be used to provide a means of surreptitious or unauthorised access or that are designed to distort, delete, damage or disassemble the Software, the Service or the EOD website
 - e. it will not use the Software or Service to develop, generate, transmit or store information that infringes any third party's intellectual property or other proprietary right or is defamatory, harmful, abusive, obscene or hateful or performs any unsolicited commercial communication not permitted by applicable law or is harassment or a violation of privacy or threatens others or impersonates any other person or steals or assumes any person's identity (whether a real identity or online nickname or alias)
 - f. if requested by EOD on reasonable grounds it will provide true, accurate, current and complete information on its use of the Service
 - g. the Software and Service will be accessed only by devices on which such use is authorised by the owner of the device
- ii. EOD reserves the right to involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in actions that may involve breaches of this section.
- iii. If EOD has reasonable grounds to suspect that the Customer's representations, warranties or promises are inaccurate or breached, EOD may with reasonable written notice suspend (without prejudice to any right to terminate) or terminate the Customer's rights under these Terms and any licence attaching from time to time to the use of Service and Software.
- iv. The Customer agrees to indemnify and hold harmless EOD and its officers, employees, agents and network service providers against any and all claims, actions, proceedings, and suits and all related liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and other dispute resolution expenses) incurred by EOD arising out of or relating to any actual breach by the Customer of this section (or any alleged breach that is subsequently established by a court of competent jurisdiction or admitted by the Customer in settlement).

22. AI FEATURES (EU AI ACT COMPLIANCE)

This Clause applies to all AI Features of the Service, including the Chatbot described in the following Clause. In the event of any conflict between this Clause and the Chatbot-specific provisions, this Clause shall prevail in respect of matters arising under the AI Act.

- I. **Transparency.** EOD shall identify the AI Features within the Service and shall make available an AI Transparency Notice setting out which elements of the Service are AI-powered, the purpose of each AI Feature, the nature of the data they process, and the rights of affected natural persons. The Customer shall take reasonable steps to ensure that its Users are aware, before interacting with any AI Feature, that the AI Feature is powered by artificial intelligence.
- II. **Human Oversight.** All AI Outputs are provided as information and suggestions only. No AI Feature shall unilaterally submit, approve, reject, categorise, post to any finance system, or otherwise finalise any expense, claim, invoice, approval, payment, or report without human review and confirmation by an appropriately authorised User. A non-AI manual path through the Service is available for every action that may be performed using an AI Feature, including a manual approval path for every voice approval. Voice approval by an Approver or Finance Manager is subject to a per-line-item cap configurable by the Finance Manager; any expense line above that cap, and any expense line that violates the Customer's configured policy, must be opened and approved line by line with a written comment by an authorised User. AI Features that flag anomalies or potentially implausible amounts present data and observations only; they do not name or evaluate any natural person, and the judgement remains with the human reviewer. The Customer is responsible for ensuring that meaningful human oversight of AI Outputs is exercised within its business operations and that personnel reviewing AI Outputs have the necessary competence, training, and authority to do so.
- III. **No Warranty on AI Outputs.** AI Outputs are probabilistic and may contain errors, omissions, or inaccuracies, including outputs that are plausible-sounding but factually incorrect. EOD does not warrant that AI Outputs are correct, complete, current, or fit for any particular purpose, including (without limitation) VAT or GST treatment, general ledger coding, expense policy classification, fraud or duplicate detection, mileage calculation, or regulatory compliance. The Customer is solely responsible for reviewing and validating AI Outputs before acting on them, and is strongly advised to obtain qualified professional advice before relying on AI Outputs for any tax, legal, accounting, or regulatory purpose.

- IV. **Permitted and Prohibited Uses.** The Customer shall not use, and shall not permit any User to use, AI Outputs or any AI Feature for: (i) any automated evaluation, ranking, monitoring, disciplinary action, or performance assessment of employees or other natural persons that would engage the employment and workers-management high-risk category under Annex III of the AI Act; (ii) any other use case listed in Annex III of the AI Act in respect of which EOD has not issued written certification that the relevant AI Feature may be so used; or (iii) any practice prohibited under Article 5 of the AI Act, including social scoring, exploitation of vulnerabilities, or manipulative techniques. The Customer warrants that its use of AI Features and AI Outputs shall comply with the AI Act and all other applicable law, and shall indemnify and hold harmless EOD against all losses, damages, fines, and reasonable costs (including reasonable legal fees) arising from any breach of this sub-Clause.
- V. **AI Training Data.** EOD shall not use Customer Data, or any Personal Data contained therein, to train, fine-tune, or otherwise improve any GPAI Model or AI Feature without the Customer's prior written consent. EOD may use anonymised and aggregated data which cannot be used to identify the Customer or any identified or identifiable natural person for the purposes of improving the Service and AI Features, consistent with Clause titled "Customer Data". EOD shall procure that its AI Sub-Processors are contractually prohibited from using Customer Data for model training, fine-tuning, or improvement purposes.
- VI. **Sub-Processors and GPAI Models.** EOD may use third-party providers of GPAI Models and related AI services as AI Sub-Processors, as further described in the Clause titled "Third Party Interactions" and in EOD's published AI Sub-Processor list. EOD shall notify the Customer with reasonable notice of any material change to that list. The Customer's continued use of the Service following such notice shall be deemed acceptance of the updated AI Sub-Processor list, without prejudice to the Customer's rights under the Data Protection Legislation.
- VII. **Logging, Audit, and Incident Cooperation.** EOD applies a tiered retention model to AI-related data, designed to retain what is needed for audit and incident response while minimising retention of personal and biometric-adjacent data in line with the data-minimisation principle under Article 5(1)(c) of the UK GDPR. The tiers are as follows:
(i) Working AI data generated during claim entry by the Claimant (including voice transcriptions and intermediate receipt-matching data) is deleted upon the Claimant's acceptance of the AI suggestion or submission of the expense; (ii) Receipt-extraction text adopted into an expense record is retained as part of that record for so long as the relevant Claimant remains active in the Customer's account and the Customer remains a customer of EOD, after which it is deleted in the ordinary course; (iii) Voice approval recordings made by an Approver or Finance Manager are retained only until the next stage of the approval or payment workflow is completed by a human (whether by voice or manually), at which point the recording from the prior stage is deleted, on the basis that the next stage's human action constitutes ratification of the prior stage; in all cases the underlying expense record, the workflow with date- and time-stamps for each leg of submission and approval, the identity of each approver, the approval method, and the per-line amount approved are retained as part of the audit trail in accordance with sub-clause (ii); (iv) Chatbot interaction logs are retained for forty-eight (48) hours for the limited purpose of incident investigation and service quality, after which they are deleted.
The application uses log files to record long term data, which is available to the Customer, to enable the Customer to meet its obligations under the AI Act, the Data Protection Legislation, or other applicable law. The Customer acknowledges that data not retained under sub-clauses (i), (iii), and (iv) cannot subsequently be reconstructed, and that this approach implements the data-minimisation principle and reduces exposure to retention of biometric-adjacent voice data. EOD shall notify the Customer without undue delay of any serious malfunction or incident affecting an AI Feature that may give rise to a risk to the health, safety, or fundamental rights of any natural person, and the parties shall cooperate reasonably to respond to any such incident. EOD shall maintain internal AI literacy measures for its personnel in accordance with Article 4 of the AI Act, and the Customer shall implement equivalent measures in respect of its Users.
- VIII. **Changes to AI Features.** EOD may modify, enhance, or replace any AI Feature (including the underlying GPAI Model) at any time. EOD shall use reasonable endeavours to give the Customer at least thirty (30) days' advance notice of any change that materially and adversely affects the functionality, accuracy, or output of an AI Feature, except where such change is required for security, legal compliance, or to address a serious AI incident, in which case notice shall be given as soon as reasonably practicable.

23. AI CHATBOT

- I. Definitions and Interpretation:
- "**Chatbot**" means the AI-powered conversational assistant embedded within the ExpenseOnDemand platform, including all natural language processing, guided setup, analytical, and search functionalities.
 - "**Provider**" means ExpenseOnDemand Limited, a company registered in England and Wales.
 - "**Authorised User**" means any individual granted access to the Chatbot by the Customer within the scope of their subscription.
 - "**Chatbot Output**" means any text, analysis, recommendations, suggestions, summaries, or other content generated by the Chatbot in response to user queries.
 - "**Underlying AI Provider**" means any third-party artificial intelligence service provider whose models or APIs are used to power the Chatbot's responses.
 - "**Credits**" means the units of usage allocated to the Customer's account for Chatbot interactions under their subscription plan.
- II. Scope of the Chatbot Service
- The Chatbot provides the following capabilities within the ExpenseOnDemand platform:
 - Guided navigation to platform functions and features.
 - Assisted setup and configuration of expense management workflows.
 - Conversational analysis of expense data visible to the Authorised User.
 - Natural language search across expense records, policies, and reports.

- v. General guidance on expense management processes.
 - b. The Chatbot does not replace professional financial, legal, tax, or accounting advice. All Chatbot Outputs are provided for informational and operational guidance purposes only.
 - c. The Chatbot operates within the permissions and data access rights of the Authorised User. It cannot access data that the Authorised User is not entitled to view under the Customer's configuration.
 - III. Acceptance and Authority
 - a. By enabling the Chatbot feature, the individual accepting these Terms warrants that they have the authority to bind the Customer organisation to these Terms.
 - b. The Customer is responsible for ensuring that the individual enabling the Chatbot holds appropriate authority within the organisation.
 - c. These Terms supplement and are subject to the Terms Of Service between the Provider and the Customer. In the event of any conflict, the Terms Of Service shall prevail unless these Terms expressly state otherwise.
 - IV. Nature of AI-Generated Outputs
 - a. The Chatbot uses artificial intelligence, including large language models, to generate responses. Authorised Users acknowledge and accept that:
 - i. AI-generated outputs may contain errors, inaccuracies, or incomplete information.
 - ii. The Chatbot may occasionally produce responses that are plausible-sounding but factually incorrect (commonly known as "hallucinations").
 - iii. Chatbot Outputs do not constitute verified, audited, or guaranteed information.
 - iv. The Chatbot does not have awareness of context beyond the current conversation session and data accessible within the platform.
 - b. Authorised Users bear sole responsibility for reviewing, verifying, and validating all Chatbot Outputs before relying on them for any business decision, expense submission, approval, or compliance action.
 - c. The Provider strongly recommends that Chatbot Outputs relating to tax treatment, regulatory compliance, or financial reporting be reviewed by a qualified professional before any action is taken.
 - V. Data Processing, Privacy, and AI Training
 - a. All expense entries, approvals, and related actions initiated through the Chatbot remain subject to the Authorised User's review and confirmation before submission or final approval. The Chatbot cannot unilaterally submit, approve, or process any expense claim or financial transaction.
 - b. Conversation data exchanged with the Chatbot may be transmitted to the Underlying AI Provider for the purpose of generating responses. The Provider has entered into data processing agreements with all Underlying AI Providers that meet the requirements of UK GDPR and, where applicable, the EU General Data Protection Regulation.
 - c. The Provider does not use Customer conversation data or expense data to train, fine-tune, or improve AI models, whether its own or those of the Underlying AI Provider. Conversation logs are retained solely for the purposes of service delivery, debugging, and audit, and are subject to the Provider's Data Retention Policy.
 - d. The Customer's data processed through the Chatbot remains subject to the Data Processing Addendum forming part of these Terms of Service.
 - e. Authorised Users must not input sensitive personal data (such as national insurance numbers, bank account details, passwords, or health information) into the Chatbot beyond what is necessary for legitimate expense management purposes within the platform.
 - VI. Acceptable Use
 - a. The Chatbot must not be used to:
 - i. Circumvent, override, or manipulate approval workflows or policy controls.
 - ii. Generate, support, or facilitate fraudulent expense claims.
 - iii. Extract, exfiltrate, or aggregate confidential data beyond the Authorised User's entitlement.
 - iv. Attempt to access data belonging to other customers or users.
 - v. Engage in prompt injection, jailbreaking, or any attempt to manipulate the Chatbot's underlying AI model to produce outputs outside its intended purpose.
 - vi. Use automated scripts, bots, or programmatic tools to interact with the Chatbot without the Provider's prior written consent.
 - vii. Submit queries that are abusive, discriminatory, illegal, or unrelated to expense management.
 - b. The Provider reserves the right to suspend or disable Chatbot access for any Authorised User or Customer that breaches these acceptable use provisions, without liability and without prejudice to any other remedies available.
 - VII. Credits, Billing, and Fair Use
 - a. Each Chatbot interaction consumes Credits from the Customer's allocated monthly allowance as specified in their subscription plan.
 - b. When the monthly Credit allocation is exhausted, the system will automatically subscribe the Customer to an additional Credit package at the prevailing rate to ensure uninterrupted service. EOD will automatically raise an invoice for each automatic subscription. This invoice will be accessible both in the Customer's master invoice area and in the invoice area specific to the Chatbot. By enabling the Chatbot, the Customer consents to this automatic renewal and acknowledges that each additional package is non-refundable once activated. The Provider will use reasonable endeavours to notify the Customer's administrator when usage reaches 80% of the current allocation.

- c. The Provider reserves the right to implement fair use limits, rate limiting, or throttling on Chatbot usage to prevent abuse, ensure service quality, or protect platform stability. Such limits will be communicated to affected Customers with reasonable notice.
- VIII. Service Availability and Modifications
 - a. The Chatbot is provided as part of the ExpenseOnDemand platform and is subject to the same availability commitments as set out in these Terms of Service. The Provider does not guarantee separate or additional uptime commitments for the Chatbot.
 - b. The Provider may, at its sole discretion:
 - i. Modify, update, or enhance the Chatbot's capabilities, behaviour, or user interface.
 - ii. Change the Underlying AI Provider or AI model used to power the Chatbot.
 - iii. Temporarily suspend the Chatbot for maintenance, updates, or to address security concerns.
 - iv. Permanently discontinue the Chatbot feature with not less than 90 days' written notice to affected Customers.
 - c. The Provider is not liable for any degradation in Chatbot quality or availability caused by outages, rate limits, or changes imposed by the Underlying AI Provider.
- IX. Intellectual Property
 - a. All intellectual property rights in the Chatbot, including its design, prompts, system instructions, and integration logic, belong to the Provider.
 - b. Chatbot Outputs generated from the Customer's data are owned by the Customer, subject to any rights retained by the Underlying AI Provider under their terms of service.
 - c. The Customer grants the Provider a non-exclusive, royalty-free licence to use anonymised and aggregated interaction data for the purposes of improving the Chatbot's performance, provided that such data cannot be used to identify any individual Authorised User or Customer.
- X. Limitation of Liability
 - a. To the maximum extent permitted by applicable law, the Provider shall not be liable for any:
 - i. Losses, damages, costs, or expenses arising from reliance on Chatbot Outputs, including but not limited to incorrect expense categorisation, erroneous tax treatment suggestions, inaccurate GL coding, or flawed analytical insights.
 - ii. Indirect, consequential, special, or punitive damages arising from or in connection with the use of the Chatbot.
 - iii. Loss of data, revenue, profit, or anticipated savings resulting from Chatbot use or unavailability.
 - iv. Errors, omissions, or inaccuracies in AI-generated outputs, including hallucinations.
 - b. The Provider's total aggregate liability in respect of all claims arising from or in connection with the Chatbot shall not exceed the fees paid by the Customer for the Chatbot feature in the twelve (12) months preceding the event giving rise to the claim.
 - c. Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under applicable law.
- XI. Indemnification
 - a. The Customer shall indemnify, defend, and hold harmless the Provider and its officers, directors, employees, and agents from and against any claims, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from or in connection with:
 - i. The Customer's or any Authorised User's breach of these Terms.
 - ii. Any reliance placed on Chatbot Outputs without appropriate independent verification.
 - iii. Any fraudulent, illegal, or unauthorised use of the Chatbot by the Customer or its Authorised Users.
 - iv. Any third-party claims arising from the Customer's use of Chatbot Outputs in its business operations.
- XII. Confidentiality
 - a. Both parties acknowledge that information exchanged through the Chatbot may include confidential information. Each party agrees to treat such information in accordance with the confidentiality provisions of the Master Subscription Agreement.
 - b. The Provider shall not disclose conversation logs or Chatbot interaction data to third parties except as required for service delivery (including transmission to the Underlying AI Provider), as required by law, or with the Customer's prior written consent.
- XIII. Regulatory and Compliance Considerations
 - a. The Customer remains solely responsible for ensuring that its use of the Chatbot and any actions taken based on Chatbot Outputs comply with all applicable laws, regulations, and industry standards, including but not limited to UK GDPR, HMRC requirements, and applicable accounting standards.
 - b. The Provider will use reasonable endeavours to ensure the Chatbot operates in accordance with relevant AI governance frameworks, including the principles set out in the UK Government's AI Regulation White Paper and, where applicable, the EU AI Act.
 - c. The Chatbot is not designed or intended to be used as the sole basis for decisions that have significant legal, financial, or regulatory consequences.
- XIV. Third-Party AI Provider Terms
 - a. The Chatbot relies on services provided by one or more Underlying AI Providers, such as ChatGPT, Anthropic, Gemini, Perplexity, Notion, Co-pilot, etc.
 - b. The Provider reserves the right to change the Underlying AI Provider at any time, provided that such change does not materially degrade the Chatbot's core functionality.
- XV. Suspension and Termination

- a. The Provider may immediately suspend or terminate the Customer's access to the Chatbot without notice if:
 - i. The Customer or any Authorised User materially breaches these Terms.
 - ii. The Provider reasonably suspects fraudulent or malicious use of the Chatbot.
 - iii. Continued provision of the Chatbot would expose the Provider to legal or regulatory risk.
- b. Upon termination of the Customer's subscription or disabling of the Chatbot feature, the Provider will retain conversation logs for the period specified in its Data Retention Policy, after which they will be securely deleted.
- c. Termination of Chatbot access does not affect the Customer's rights or obligations under the Terms Of Service with respect to other platform features.

24. MISCELLANEOUS

- i. Unauthorized testing. Without prejudice to any right of audit or access granted to the Customer, the Customer shall not be entitled, at any time and in any event without giving notice to EOD, to carry out tests (including penetration tests) on the Service or Software system environment.
- ii. Authorized testing. Upon request from the Customer, EOD may provide authorisation to perform security related tests. Any such tests shall be on a replica of the live system and any reasonable costs incurred by EOD in making available a suitable test environment shall be paid by the Customer. Any such tests shall be designed and implemented so as to be non-invasive, minimise the impact on the delivery of the services and for the avoidance of doubt shall not be designed to provoke a denial of service. Full details of any proposed tests must be provided to EOD at the time of seeking permission to undertake any such tests. In the event of any security vulnerability or weakness being suspected this shall not be exploited in any way by the Customer or any of its representatives other than for the Customer to bring to the attention of EOD that there may be an area of weakness or vulnerability. If such tests impact adversely on its ability to deliver the Service, Expense On Demand shall be granted relief against any resultant under-performance for the period of the tests. The Customer will notify EOD of the results of such tests after completion of each such test.
- iii. Assignment. This Agreement may not be assigned by the Customer without the prior written approval of EOD. EOD may assign this Agreement without the consent of the Customer to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.
- iv. Change of Control. Any actual or proposed change in control of the Customer that results or would result in a direct competitor of EOD directly or indirectly owning or controlling 50% or more of the Customer shall entitle EOD to terminate this Agreement for cause immediately upon written notice.
- v. Unenforceability. If any term of these Terms is held to be invalid, illegal or unenforceable, such term shall be considered severable from these terms and the remaining terms shall continue in full force and effect. The parties shall negotiate in good faith to replace a severed term with a term that is closest to the intent of the parties at the time the severed term was entered into.
- vi. Notices. Unless otherwise specified in these Terms, any notice request instruction or other document to be given hereunder shall be delivered by hand or sent by first class or registered or certified post or by facsimile or email to the address of a party notified to the other party for such purposes (or if there is no such address the last known address of a party) and any such notice request instruction or other document shall be deemed to have been served (if delivered) at the time of delivery (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile or email) upon the completion of transmission (provided that if sent by email such notice is also effected by one other method prescribed hereunder).
- vii. Governing Law and Jurisdiction. The parties consent to the exclusive jurisdiction by the Courts of England in connection with any dispute arising between them. These Terms shall be governed by and construed in accordance with the laws of England.
- viii. Cooperation on AI Act and Cross-Border Obligations. Without prejudice to the foregoing, the parties acknowledge that the AI Act and other laws outside England and Wales may apply to the Service, to AI Outputs, and to Personal Data processed through the Service where such outputs or data are used within, or affect natural persons within, the European Union or other jurisdictions. Each party shall cooperate reasonably with the other to meet any obligations arising under such laws, including (without limitation) the provision of information reasonably required for the other party's compliance assessments, conformity assessments, data protection impact assessments, and regulator notifications.
- ix. Waiver. No failure by either party to take any action or assert any right hereunder shall be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- x. Enforcement costs. If either party employs legal representatives to enforce any rights arising out of or relating to these Terms, the prevailing party shall be entitled to recover reasonable legal fees and costs

25. ELECTRONIC AGREEMENT

- i. The Customer acknowledges and agrees that:
 - a. by accessing, using or receiving the Service or Software and by making electronic transmissions to EOD in connection with this Agreement and any other licence conditions attaching from time to time to the use of the Service or Software are legally binding upon it whether or not an authorised employee agent or contractor of the Customer clicked on any button or such similar links as may be designated by EOD to accept this Agreement or download any Software
 - b. pursuant to any applicable statutes, regulations, rules, ordinances or other laws, IT ACCEPTS THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, CONTRACTUAL TERMS, RECORDS OF TRANSACTIONS AND OTHER DATA INITIATED OR COMPLETED THROUGH THE SERVICES and

- c. it hereby waives any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.