ONEADVANCED STANDARD TERMS

1. FORMATION AND SCOPE

1.1 **Documentation** The Agreement between the Customer and OneAdvanced is governed by the following documents. In the event of any conflict between the documents, the documentation named first in the list below will supersede and take priority. As between the Standard Terms and its Schedules, in the event of any conflict, the Standard Terms will supercede and take priority:

1.1.1 Order Form;
1.1.2 Third Party Terms (if relevant);
1.1.3 Standard Terms;
1.1.4 Service Descriptions;
1.1.5 Statement of Work (where applicable); and
1.1.6 Policies.

1.2 **Definitions** The definitions set out in Schedule 1 apply to this Agreement.

1.3 **Services** The terms of use specific to the nature of a Service and/or a Third Party Service purchased are set out more fully in the Schedules and the Third Party Terms respectively. Both OneAdvanced and the Third Party Supplier may enforce any Third Party Terms against the Customer directly.

1.4 **Additional Order Forms** Additional Licence Metrics and/or Services may be added from time to time by mutual agreement of the Parties via an additional Order Form. Where this applies, payment dates and the term for the additional Services and/or Licence Metrics will be adjusted to run co-terminously with previous Order Forms.

1.5 **Beta Services** OneAdvanced may offer Customer the option to use Beta Services from time to time. Beta Services: (a) are provided AS IS with no warranty, indemnity, or liability; (b) are not subject to any service levels; and (c) may be subject to additional terms (as provided by OneAdvanced). OneAdvanced: (i) may modify or discontinue the provision of the Beta Services to Customer at any time in OneAdvanced's sole discretion and without any liability to OneAdvanced, and (ii) following completion of the Beta Services, make the Services available for general use subject to any applicable Fees as set out in an Order Form.

2. TERM

2.1 The Agreement shall commence on the Effective Date and continue until each Service under any Order Form has either expired or been terminated in accordance with clause 9.

2.2 Unless otherwise set out in an applicable Order Form, where the Service is subject to an Initial Term, it will continue for the duration of that Initial Term and will then automatically renew for successive Renewal Terms (unless terminated by either Party giving to the other Party at least one hundred and twenty (120) calendar days' prior written notice before the end of the Initial Term or any Renewal Term). Customer must submit notice of non-renewal to OneAdvanced in accordance with the instructions provided within the Customer Portal.

3. FEES AND PAYMENT

3.1 **Fees** Fees are specified in the applicable Order Form. Unless expressly provided otherwise, the Fees do not include value added tax or any similar taxes, levies or duties which shall be payable in addition. OneAdvanced may vary or increase the Fees annually (to include all items listed in an Order Form) upon thirty (30) calendar days' written notice.

3.2 **Payment Terms** Unless otherwise stated in the applicable Order Form, OneAdvanced shall invoice the Customer for all Fees as follows:

3.2.1 **Subscription Service Fee:**
3.2.1.1 **New Customer:** Invoiced on the Effective Date and payable annually in advance commencing on the Billing Start Date.
3.2.1.2 **Current Customers at Renewal:** Invoiced two months in advance prior to the renewal, payable by the Due Date.
3.2.2 **Professional Services Fee:** Invoiced monthly in arrears and payable by the Due Date.
3.2.3 **Other Fees:** Invoiced as specified in the Order Form and payable by the Due Date.

Fees shall be paid in full and cleared funds without deduction, withholding or set off.

3.3 **Disputed Invoices** If the Customer in good faith disputes any portion of an invoice, the Customer must pay the undisputed portion of the invoice by the Due Date and submit a written claim to OneAdvanced for the disputed amount. All claims must be submitted to OneAdvanced within fourteen (14) calendar days from the date of invoice. The Customer shall submit the material terms of the dispute to the Customer Portal. In the event of a failure to pay in full any undisputed invoice by the Due Date, OneAdvanced may suspend: (i) the Customer's access to any Service; or (ii) OneAdvanced's performance of the Agreement upon ten (10) calendar days' written notice.

3.4 **Late Payment** Except in respect of any invoices disputed by the Customer in good faith, if OneAdvanced does not receive payment by the Due Date, interest shall accrue daily on such overdue amounts at a rate equal to the statutory interest rate, compounded monthly commencing on the relevant Due Date and continuing until fully paid, whether before or after judgment.

4. CONFIDENTIALITY

Each Party shall: (a) keep all Confidential Information disclosed to it by the other Party strictly confidential; (b) not disclose any such Confidential Information to a third party, other than to those of its Representatives on a "need to know" basis and only provided that the relevant Party shall ensure that such Representative shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company, other than those for which or to whom that Party may lawfully use or disclose it under this Agreement; and (c) use Confidential Information only in connection with the proper performance of the Agreement. Either Party may disclose Confidential Information if it is compelled by Applicable Law to do so, provided it gives the other Party prior notice of such compelled disclosure (to the extent legally permissible) and reasonable assistance to contest the disclosure. Each Party shall be liable for any breach of this clause 4 (Confidentiality) by it or its Representatives.

5. DATA PROTECTION AND ARTIFICIAL INTELLIGENCE

5.1 **Data Protection** Each Party shall comply with their respective obligations set out in Schedule 5 (Data Protection).

5.2 **Artificial Intelligence** Customer's use of OneAdvanced AI is subject to the OneAdvanced AI Terms, set out in Schedule 6 (AI Terms).

6. INTELLECTUAL PROPERTY

6.1 Ownership All IPR in the OneAdvanced Material and any copies thereof remain the sole property of OneAdvanced (or where applicable, its licensors). Any IPR arising from authorised developments to the OneAdvanced Material shall vest in OneAdvanced (or its licensors) and where relevant, the Customer will assign any such IPR free of charge upon request from OneAdvanced.

7. INDEMNIFICATION

7.1. Indemnification by OneAdvanced Subject to the Customer complying with clause 7.3, OneAdvanced shall indemnify the Customer against any IPR Claim. If an IPR Claim arises, OneAdvanced shall, at its sole option and expense, either (i) procure for the Customer the right to continue using the Service; or (ii) replace or modify the Service as appropriate, or (iii) replace the Service with a functionally equivalent service; or (iv) terminate the applicable Service and refund any unused prepaid Fees. To the fullest extent permitted under Applicable Law, this clause 7.1 constitutes the sole and exclusive remedy available to the Customer in relation to any IPR Claim.

7.2. Indemnification by the Customer Subject to the Customer complying with clause 7.3, the Customer hereby indemnifies and undertakes to keep indemnified OneAdvanced, from and against any and all costs, damages, liabilities or expenses incurred by OneAdvanced (including all costs, damages or reasonable legal expenses) in defending or settling any actions, suits, proceedings, claims or demands made or brought against OneAdvanced by a Third Party caused by, or in any way connected with unauthorised use of the Service by the Customer or any unauthorised Third Party through breach of this Agreement or any other negligent or wrongful act by the Customer.

7.3. Indemnification Procedure Where a Party has an obligation to indemnify the other Party under the Agreement, the following procedure must apply: (i) upon obtaining knowledge of any claim or allegation that could give rise to the obligation to indemnify, the indemnified Party shall notify the other Party of any such claim or allegation promptly and in any case within fourteen (14) calendar days of receiving the claim, although failure to provide such notice will only relieve the indemnifying Party of its indemnification obligation to the extent that it prejudices its defence of the claim; (ii) the indemnifying Party has the sole right to control and direct the defence and/or settlement of any such claim, including without limitation the sole right to select and appoint legal counsel; (iii) the indemnified Party shall make no admissions without the other Party's prior written consent; and (iv) the indemnified Party shall not make or agree to any settlement without the indemnified Party's consent.

8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

8.1 OneAdvanced warrants to the Customer during the Term that it shall use commercially reasonable efforts to provide the Service in accordance with Good Industry Practice.

8.2 Except as expressly provided by this Agreement, OneAdvanced excludes to the fullest extent permitted by Applicable Law all Implied Terms. The Customer accepts responsibility for its selection of the Service and acknowledges that the Service is a standard commercial offering and not a bespoke or customised offering prepared to meet the Customer's individual requirements (even if OneAdvanced is aware of such requirements). Any delivery dates are estimates only and time is not of the essence.

8.3 Nothing in the Agreement shall in any way exclude or limit either Party's liability for (i) death or personal injury caused by negligence, (ii) fraud or fraudulent misrepresentation, or (iii) liability for any other liability which by Applicable Law it is not possible to exclude or limit.

8.4 Subject to clauses 8.3 and 8.5, the total liability of OneAdvanced under or in connection with each Order Form for direct losses in contract, tort, misrepresentation, breach of statutory duty or otherwise shall be limited to the total Fees paid by the Customer to OneAdvanced under the applicable Order Form in the 12-month period preceding any claim (or in the case of a claim in the first year following the Effective Date, the total Fees paid in the first 12 months under the applicable Order Form).

8.5 In no event will OneAdvanced be liable to the Customer in contract, tort, misrepresentation or otherwise, for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever, nor for any direct or indirect loss of profit, loss of anticipated profits, loss of revenue, loss of anticipated revenue, loss of savings or anticipated savings, loss of business opportunity, increases in cost of working whether anticipated or not, loss or corruption of data, loss of use or loss of operating time and any costs and expenses associated therewith, loss or damage to software or data which it contains during repair or upgrade whether or not the same are under warranty, the cost of purchasing elsewhere, depletion of goodwill or reputation or otherwise which arise out of or in connection with the Agreement and whether or not foreseeable or made known to OneAdvanced.

8.6 **Other Exclusions**: OneAdvanced will have no liability for a Default arising out of or connected with: (i) use of the Service by the Customer other than as stated in this Agreement, (ii) the Customer's use of the Service in combination with any software or hardware or data that has not been supplied or authorised by OneAdvanced or its Third Party Suppliers or where, without such combination, the Default would not have arisen, or (iii) modifications to the Service by any Party other than OneAdvanced or its Third Party Suppliers where, without such modification, the Default would not have arisen; and/or (iv) the Customer's non-compliance with applicable instructions.

9 TERMINATION

9.1 **Termination by Either Party** Without prejudice to any other available rights or remedies, either Party (**Non-Defaulting Party**) may terminate this Agreement with immediate effect upon written notice to the other Party (**Defaulting Party**) if: (i) the Defaulting Party is in material breach of this Agreement and fails to remedy such breach within thirty (30) calendar days of the date of written notice by the Non-Defaulting Party; (ii) the Defaulting Party becomes the subject of insolvency proceedings or any other proceeding relating, or analogous to insolvency, receivership, liquidation or assignment for the benefit of creditors; or (iii) the Defaulting Party goes into administration or an analogous arrangement; or (iv) the Defaulting Party becomes unable to pay its debts as they fall due.

9.2 **Termination by OneAdvanced** Without prejudice to any other rights available, OneAdvanced may terminate this Agreement without further obligation or liability and with immediate effect upon written notice to the Customer if:

9.2.1 there is a change of Control of the Customer to a Third Party (which in OneAdvanced's reasonable opinion is a Competitor) and OneAdvanced does not approve such change of Control in writing in advance. The Customer will give OneAdvanced at least thirty (30) calendar days prior written notice of such change of Control; and/or

9.2.2 the financial position of the Customer deteriorates according to a reputable credit rating agency to such an extent that it adversely impacts the credibility and capacity of the Customer to adequately fulfil its payment obligations.

9.3 **Effect of Termination** Upon the expiration or termination of the Agreement for any reason: (i) all rights granted to the Customer and/or any Permitted Entities in relation to the Service shall immediately cease, (ii) an officer of the Customer shall certify in writing that it has returned or destroyed all proprietary material relating to the Service, (iii) the Policies will apply in relation to return of Customer data, (iv) all outstanding sums payable to OneAdvanced shall immediately become due; and (v) the Parties shall have no further obligations or rights under the Agreement, without prejudice to any rights accrued prior to termination or expiry or any clauses that continue after termination or expiry of this Agreement including clauses 3 – 10.

9.4 **No Partial Terminations** The Customer is not permitted to cancel or terminate part of any Service such as cancelling one line item Service in an Order Form while retaining others during any Initial Term or Renewal Term. Licence Metric numbers can be reduced by the Customer providing 120 days written notice prior to the expiry of any Initial Term or Renewal Term as long as the Licence Metric numbers in the initial Order Form are maintained.

10. GENERAL PROVISIONS

10.1 **Notices** Any notice or other communication required to be given to a Party under or in connection with this Agreement shall be in writing and shall be delivered to the other Party (i) personally or sent by prepaid first-class post or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or (ii) by electronic mail to a director or senior manager of the other Party. In the case of notices to OneAdvanced, they shall be addressed for the attention of the General Counsel with a copy to advanced.commercial@oneadvanced.com.

10.2 **Deemed Delivery** Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post at 9.00am on the third Business Day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed or if sent by electronic mail on the next Business Day following delivery by electronic mail with confirmation that transmission was successfully completed.

10.3 **Force Majeure** No Party shall be excused from performing any of its obligations, unless inability to perform results from a Force Majeure Event. If any delay as a result of Force Majeure Event continues for a period of three (3) months, the Party who had not declared a Force Majeure Event shall be entitled to terminate this Agreement immediately by written notice. Such termination shall not be deemed a material breach of this Agreement, and the Parties will reconcile all outstanding amounts within thirty (30) calendar days.

10.4 **Assignment** OneAdvanced may assign, sub-contract or otherwise transfer any of its rights or obligations under this Agreement without the prior consent of the Customer. The Customer may not assign, sub-contract or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of OneAdvanced. This Agreement is binding on and benefits the Parties and their respective personal representatives, permitted successors and assigns.

10.5 **Invalidity** If any provision or part provision of the Agreement is held to be unenforceable, the Parties shall renegotiate each such provision in good faith in order to reflect the original intent of the Parties. If the Parties cannot agree upon an enforceable replacement for such provision, then the offending provision or part provision shall be removed but the remainder of the Agreement shall remain enforceable.

10.6 **No Waiver** No forbearance or delay by either Party in enforcing its rights shall prejudice or restrict the rights of that Party and no waiver of any such rights or of any breach of the Agreement shall be deemed to be a waiver of any other right or of any later breach.

10.7 **Entire Agreement** The Agreement constitutes the Parties' entire agreement relating to its subject matter. Each Party acknowledges that in entering into the Agreement, it has not relied on any representation, undertaking, promise or statement whether oral or in writing which is not expressly set out in the Agreement. The Agreement cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the Parties relating to its subject matter as well as any prior contractual agreements between the Parties.

10.8 **Variation** OneAdvanced may update the Standard Terms, Service Descriptions Policies from time to time and any updates will apply from their date of publication. Otherwise no modification to the Agreement will be binding unless in writing and includes a signature by an authorised representative of each Party. All pre-printed or standard terms of any purchase order or other business processing document shall have no effect.

10.9 **Third Party Rights** Where the Customer purchases only a Service, there are no third-party beneficiaries. Where the Customer purchases Third Party Services, the Third Party Supplier may enforce the terms of this Agreement against the Customer (in addition to any relevant Third Party Terms) as if it were a Party to this Agreement. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.

10.10 **Counterparts** The Agreement may be executed in counterparts, which taken together will form one agreement.

10.11 **Governing Law and Jurisdiction** The Agreement is governed exclusively by Applicable Law. Any disputes, whether contractual or non-contractual, arising out of or in connection with the Agreement, are subject to the exclusive jurisdiction of the courts of the same jurisdiction.

10.12 **Compliance with Applicable Laws and Policies** Each Party shall (i) comply with all Applicable Laws and regulations including but not limited to those involving export laws and regulations, anti-bribery and anti-corruption; and will pay applicable taxes; and (ii) comply with the Policies.

SCHEDULE 1 - DEFINITIONS

1.1 **Agreement** means the legally binding terms and conditions agreed between OneAdvanced and the Customer in relation to the provision of a Service to the Customer and incorporates the (i) Order Form (ii) Third Party Terms (iii) Standard Terms (iv) Service Descriptions (v) Statement of Work (if applicable) and (vi) Policies.

1.2 **API** means proprietary application program interface(s) developed and defined by OneAdvanced that outline routines, data structure, object classes and protocols and which allows a customer to interface the Customer operating environment(s) with any OneAdvanced Material.

1.3 **Applicable Law** means all laws of the jurisdiction in which OneAdvanced is incorporated, as amended and in force from time to time.

1.4 **Authorised Users** means the number of named or concurrent End Users permitted to use a Service as more specifically set out in the Order Form.

1.5 **Beta Service(s)** means a version or feature of the Services that OneAdvanced has not made generally available for production use, is in its early development and for testing, or is otherwise identified as such by OneAdvanced.

1.6 **Billing Start Date** means the date specified in the Order Form that the billing for the recurring Service commences and in the absence of any such date in the Order Form, the first of the month following the Effective Date.

1.7 **Business Day** means 09.00 to 17.30 any day excluding weekends, bank holidays or other public holidays in the Territory.

1.8 **Competitor** means any entity that develops or supplies software and services in the same industry sector or has a competitive product to a Service provided by OneAdvanced.

1.9 **Confidential Information** means all information, in whatever medium, relating to the trade secrets, operations, processes, plans, intentions, technical data, product information, know-how, designs, market opportunities, transactions, affairs or business of a Party or its customers, clients, suppliers, holding companies or subsidiaries, all information relating to a Service; the terms of this Agreement; and the negotiations relating to this Agreement.

1.10 **Control** means the direct or indirect ownership of more than fifty percent (50%) of the outstanding voting securities of a person or entity, or the right to receive more than fifty percent (50%) of the profits or earnings of a person or entity, or the right to control the policy decisions of a person or entity.

1.11 **Customer** means the customer contracting entity that is a party to the Order Form.

1.12 **Customer Portal** means the website or other access point provided from time to time by which the Customer generally accesses Services Support from OneAdvanced.

1.13 **Data Centre** means the data centre from time to time from which a Service (or the relevant Software) is hosted.

1.14 **Data Protection Schedule** means the relevant terms and conditions set out in Schedule 5 which apply in relation to data protection and form part of the Agreement.

1.15 **Default** means any breach of any obligation or warranty under the Agreement, or any misrepresentation, mis-statement or tortious act or omission (including negligence) arising under or in connection with the Agreement, or the occurrence of any event or series of events which gives rise to a liability of the other Party or an obligation under the Agreement on a Party to indemnify the other Party.

1.16 **Deliverable** means the items specified as deliverables in the Statement of Work.

1.17 **Documentation** means the user instructions, release notes, manuals and on-line help files in the form generally made available by OneAdvanced, regarding the use of the applicable OneAdvanced Material or Service, as updated by OneAdvanced from time to time.

1.18 **DORA** means the Digital Operational Resilience Act (Regulation (EU) 2022/2554).

1.19 **DORA Schedule** means the relevant terms and conditions set out in Schedule 7 which apply in relation to DORA and form part of the Agreement.

1.20 **Downtime Events** are (i) scheduled maintenance events to a Service or Data Centre (ii) delays or failures caused by telecommunications, ISP, domain name or other third party facilities, including the internet (iii) Force Majeure Events (iv) the execution of emergency maintenance to prevent imminent loss of Customer data or the introduction or reproduction of Malicious Software.

1.21 **Due Date** means thirty (30) calendar days' from the date of invoice.

1.22 **Effective Date** means unless otherwise agreed, the date that the last Party signs an Order Form.

1.23 **End User** means (i) an employee of the Customer and Permitted Organisations (ii) Permitted Sub-Contractors (iii) any consumers of the Customer and any Permitted Organisations who would reasonably need access to the Service in order for the stated business purpose of the Service to be fulfilled.

1.24 **Error** means a material failure of the Service to conform to its functional specifications described in the Service Description reported by a Customer via the Customer Portal or helpdesk and replicable by OneAdvanced.

1.25 **Fees** means the sums payable by the Customer to OneAdvanced in connection with the Agreement including the Subscription Service Fee, Professional Services Fee and any Other Fees.

1.26 **Force Majeure Event** means any event impeding the performance by a Party of its obligations under the Agreement arising out of or in connection with circumstances beyond the reasonable control of that Party, which shall include natural disasters, pandemics, epidemics, fire, flood, civil commotion, acts of a government, breakdown of power supplies and of communication lines, cyberattacks, labour disputes (except where caused by a Party), or any other calamity or cause beyond reasonable control.

1.27 **Good Industry Practice** means, in respect of a Party, the exercise of that degree of skill and diligence, which would reasonably and ordinarily be expected from an experienced person engaged in a similar type of undertaking as that Party under the same or similar circumstances.

1.28 **Hardware** means computer hardware, equipment and utilities supplied by OneAdvanced pursuant to an Order Form.

1.29 **Implied Terms** means all clauses, warranties and other terms (including Customer purchase terms provided before or after the Effective Date) which are not set out in the Agreement and might have effect between the Parties or be implied or incorporated into the Agreement or any collateral contract whether by trade, custom, course of dealing, Law or otherwise, including any implied clauses, warranties or other terms as to satisfactory quality or fitness for purpose or that any OneAdvanced Material will be accurate or complete or that the use of any Service or OneAdvanced Material will be uninterrupted or error-free.

1.30 **Initial Term** means the initial term set out in the Order Form.

1.31 **Intellectual Property Rights** or **IPR** means any intellectual property rights, of all types or nature whatsoever, including, without limitation, patent, copyright, design rights, trademarks, trade dress, data base rights, applications for any of the above, moral rights, trade secrets, domain names, URLs, trade names, or any other intellectual or industrial property rights (and any licenses in connection with any of the same), whether or not registered or capable of registration, and whether subsisting in any specific country or countries or any other part of the world.

1.32 **IPR Claim** means a claim by a Third Party alleging that the Customer's use of a Service in accordance with the Agreement infringes the IPR of such Third Party.

1.33 **Licence Metric(s)** means the relevant licence metrics (which may include Authorised Users) for a Service set out in the Order Form.

1.34 **Malicious Software** means any device or thing that may: prevent, impair, or otherwise adversely affect the operation of any computer software, hardware, or network, telecommunications service, equipment or network, or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part); or adversely affect the user experience, including (without limitation) worms, trojan horses, viruses, logic bombs, time bombs, backdoors, trap doors, artificial intelligence-software and other software used for opponent-profiling, automatic betting and other similar or related behaviour.

1.35 **OneAdvanced** means the OneAdvanced contracting entity that is a party to the Order Form.

1.36 **OneAdvanced AI** means opt-in features or functionality of the Services made available by OneAdvanced to the Customer subject to the OneAdvanced AI Terms.

1.37 **OneAdvanced AI Terms** means the relevant terms and conditions set out in Schedule 6 which apply in relation to OneAdvanced AI and form part of the Agreement.

1.38 **OneAdvanced Material** means any goods, services, software object code and source code, Documentation, data, trademarks or logos or information provided and/or created by or on behalf of OneAdvanced and used by OneAdvanced for the purpose of and/or in connection with the provision of a Service or the performance of any of its obligations under the Agreement.

1.39 **Order Form** means the sales document signed by both Parties documenting (inter alia) the relevant Service purchased, the Fees and the applicable Licence Metrics.

1.40 **Other Fees** means any Fees which are not a Subscription Service Fee or a Professional Services Fee.

1.41 **Party** means individually OneAdvanced and the Customer, together referred to as the Parties.

1.42 **Permitted Entity/ies** means Permitted Organisations or Permitted Sub-Contractors.

1.43 **Permitted Organisations** means any organisations named as such on the Order Form, or any subsidiary of the Customer.

1.44 **Permitted Sub-Contractors** means sub-contractors being persons acting on behalf of the Customer either under (i) an outsourcing or facilities management arrangement on terms requiring the sub-contractor to comply with this Agreement and notified to OneAdvanced in advance of any such arrangement; or (ii) a consultancy agreement on terms requiring the sub-contractor to comply with this Agreement.

1.45 **Personal Data** has the meaning set out in the Data Protection Legislation.

1.46 **Policies** means the policies set out on the website may be amended by OneAdvanced from time to time;

1.47 **Professional Services** means development, implementation, planning, configuration, integration, data migration, data conversion, training, project management and other consulting services related to the Service and carrying out of any bespoke modifications.

1.48 **Professional Services Fees** means the fees payable for Professional Services.

1.49 **Renewal Term** means each period of twelve (12) months, with the first such period commencing on the day after the end of the Initial Term.

1.50 **Representatives** means, collectively, each Party's and its affiliates' respective directors, employees, officers, subcontractors, or professional advisors.

1.51 **Right to Access and Use** means the licence and capability to log onto a software as a service solution or a hosted solution (in accordance with Schedule 2) through a URL using a user ID and password (or such other authentication system as may be used from time to time) via a browser stipulated from time to time by OneAdvanced together with the right to use the same subject to:

1.51.1 the Customer and any Permitted Organisations only using the Service for their own internal business operations;
1.51.2 the Customer not permitting access to the Service by any third party other than to any Permitted Sub-Contractors;
1.51.3 the Customer and any Permitted Organisations not permitting access other than to consumers of the Customer and any Permitted Organisations who would reasonably need access to the Service in order for the stated business purpose of the Service to be fulfilled without the prior written permission of OneAdvanced to do so and for the avoidance of doubt not providing processing services to (or as a service bureau for) any third party;
1.51.4 the Customer and any Permitted Entities not attempting to copy, decompile, disassemble, reverse engineer or duplicate the Service;
1.51.5 the Customer and any Permitted Entities not purporting to assign, transfer, mortgage, charge, part with possession, or in any way deal with any of its rights, duties, or obligations under the Service without the previous consent in writing of OneAdvanced.

1.52 **Schedules** means the following schedules to the Standard Terms:

Schedule 1 - Definitions
Schedule 2 - Service Terms – SaaS and Hosting
Schedule 3 - Service Terms - On Premise
Schedule 4 - Service Terms - Professional
Services Schedule 5 - Data Protection Schedule
Schedule 6 - OneAdvanced AI Terms
Schedule 7 - DORA Schedule

1.53 **Service** means collectively any Software, products and services offered by OneAdvanced including software-as-a-service solutions or hosting solutions and listed on an Order Form, as may be further described in a Service Description.

1.54 **Service Description** means the service description for the relevant Service and includes the Service Platform Overview as may be amended by OneAdvanced from time to time.

1.55 **Service Platform Overview** means the document available online.

1.56 **Service Support** means (i) for a Service, the application support as may be selected by a Customer in an Order Form together with the provision of Updates if and when available, (ii) platform support (if relevant), (iii) support from a Third Party Supplier (if relevant) and (iv) for supported Hardware, the technical level of assistance as may be selected by a Customer. Service Support is provided subject to the terms of the Service Support Policy (as may be amended by OneAdvanced from time to time) in effect at the time the Service Support is provided.

1.57 **Service Support Lifecycle** means the Service support lifecycle set out in the Service Support Policy.

1.58 **Service Support Policy** means the terms and conditions set out in the Customer Support Handbook as supplemented by information available online which includes for example timeframes around Updates and supported versions / Upgrade requirements.

1.59 **Service Terms** means terms which apply to the provision of a Service and include (i) Schedule 2 which applies to software-as-a-service solutions or hosting solutions for Software in a production environment listed on the Order Form (ii) Schedule 3 which applies to Software sold on an "on premise" basis listed on the Order Form (iii) Schedule 4 which applies to Professional Services listed on the Order Form (iv) Schedule 5 which deals with data protection, (v) Schedule 6 which applies to OneAdvanced AI, and (vi) Schedule 7 which applies to DORA.

1.60 **Software** means collectively any software offered by OneAdvanced and listed on an Order Form, as may be further described in the Service Description.

1.61 **Standard Terms** means the document which includes Schedules 1-7 as applicable.

1.62 **Statement of Work** means a document agreed between the Parties setting out details of the Professional Services to be provided by OneAdvanced to the Customer.

1.63 **Subscription Service** means a Service made available by OneAdvanced for a Customer's access and use on a subscription basis, as detailed in the Order Form.

1.64 **Subscription Service Fee** means the fees payable for a Subscription Service.

1.65 **Support Contacts** means the person(s) authorised by the Customer and registered by the Customer with OneAdvanced to communicate with, request and receive the Support Services. The maximum number of Support Contact(s) is one, unless otherwise agreed in writing. Additional Fees apply if the Customer requires additional Support Contacts.

1.66 **Term** means the Initial Term and any Renewal Term.

1.67 **Territory** means the country where OneAdvanced has its registered office.

1.68 **Third Party** means a legal entity which is not the Parties.

1.69 **Third Party Service(s)** means any SaaS, software, cloud services, support services, consulting services or other services provided by a Third Party Supplier (via OneAdvanced) to the Customer under the Agreement as may be amended by the Third Party Supplier from time to time.

1.70 **Third Party Supplier** means a supplier of Third Party Service(s).

1.71 **Third Party Support Policy** means any support available from a Third Party Supplier for its Third Party Service(s).

1.72 **Third Party Terms** means the applicable third party terms set out on the website (or in default of any third party terms set out on the website, then the Third Party Supplier's standard terms of use OR the same terms as apply to the Service, at the direction of OneAdvanced).

1.73 **Update** means any updates, patches or fixes to Service provided by OneAdvanced to overcome defects, bugs or faults in the Service and is included in the Fees, but excludes any Upgrades.

1.74 **Upgrade** means any upgrade that enhances, expands or provides additional features and functionalities to the Service and is chargeable in addition to the Fees.

1.75 **Usage Data** means metrics and information regarding Customer's use of the Service or Third Party Service (including evaluating how End Users use the Service or Third Party Service) and which is collected by OneAdvanced.

SCHEDULE 2
SERVICE TERMS – SAAS AND HOSTING

1. BASIS OF SERVICE

1.1 The Service is provided in accordance with the Agreement and includes:

(i) Right to Access and Use the Service;
(ii) Service Support;
(iii) Service Platform Overview.

1.2 For the avoidance of doubt the Customer is solely responsible for obtaining and maintaining at its own expense, all compatible systems and equipment needed to access the relevant Service including internet access.

2. RIGHT TO ACCESS AND USE THE SERVICE (SAAS/HOSTING)

2.1 In relation to a software-as-a-service solution, the Customer has the Right to Access and Use the Service for the Term on a non-transferable, non-exclusive basis in accordance with the relevant Licence Metrics as from the date of payment. In relation to a hosting solution, the Customer has the right to use the Service for the Term in accordance with the relevant Licence Metrics as from the date of payment.

2.2 In relation to a software-as-a-service solution, the Right to Access and Use the Service can be extended to any End Users or Permitted Entities **provided always** that Permitted Entities: (i) are not Competitors of OneAdvanced; (ii) such rights will automatically cease if they cease to be a Permitted Entity. The Customer accepts responsibility and liability for the acts and/or omissions of the End Users and Permitted Entities.

2.3 Both Parties will (and the Customer will procure that the End Users and Permitted Entities will) comply with any relevant Policies in conjunction with the use of the Service.

2.4 In relation to a hosting solution only, the Service will automatically terminate upon termination of the associated Software licence or Service Support.

3. SERVICE SUPPORT (SAAS/HOSTING)

3.1 OneAdvanced will provide Service Support (as applicable) in accordance with the relevant Service Support Policy or Third Party Support Policy.

3.2 In relation to a software-as-a-service solution, if an Error has been corrected or is not present in a more current Update of the Service, OneAdvanced will have no obligation to correct such Error in prior Updates of the Software. Some Updates will occur automatically, while others may require the Customer to schedule and implement the changes or may require training services. Where the Service requires the Customer to assist with Updates, OneAdvanced reserve the right to suspend provision of the Service Support in the event Updates are not implemented within a reasonable time following request to do so.

4. SERVICE PLATFORM OVERVIEW (SAAS/HOSTING)

4.1 The Service is provided in accordance with the Service Platform Overview available online.

5. CHANGES

5.1 The Service is continually evolving and OneAdvanced reserve the right to:

5.1.1 (i) add and/or substitute equivalent functionality within the Service (including substituting equivalent products for any Third Party Services for example in the event of product unavailability, end-of-life or changes to software requirements); (ii) require use of certain browsers used to access the Service; and (iii) update the Service Support for the Service and any Third Party Service(s);

5.1.2 change any Data Centre or third party platform provided that the service provided by the replacement Data Centre or platform is at least equivalent to the previous offering. If the Service is not provided as a software-as-a-service solution and there is an underlying component of the infrastructure and associated platforms that needs to be materially upgraded OneAdvanced reserve the right to pass on these additional charges if they are material in nature.

5.2 The Customer must ensure that if an API provided as part of the Service is updated (as may be notified by OneAdvanced from time to time) then: (i) the Customer shall make (as soon as is reasonably practicable) such consequential modifications (if any) as are necessary within the Customer operating environment(s) such that they continue to interoperate with the API or (ii) request OneAdvanced to do so if possible as a chargeable activity. If the Customer fails to comply with this clause, then OneAdvanced may suspend (i) the Customer's access to any Service or Third Party Service; or (ii) OneAdvanced's performance of the Agreement; upon ten (10) calendar days' written notice.

6. THIRD PARTY TERMS

6.1 Where a Third Party Service is provided, the Customer accepts the associated Third Party Terms. Copies are available for inspection online. In relation to a software-as-a-service solution, in any event where a Third Party Service is provided as part of the Service the Customer shall have no broader Right to Access and Use the Third Party Service than it does in relation to the overarching Service provided by OneAdvanced.

6.2 The Customer will comply with the relevant Third Party Terms and indemnify OneAdvanced for any losses, liabilities, damages, costs or expenses that OneAdvanced may incur or suffer as result or in connection with a breach of such Third Party Terms.

7. SECURITY

7.1 The Service is provided in accordance with the relevant technical and organisational security measures contained in the applicable Service Description. No form of encryption is totally secure and OneAdvanced cannot and do not guarantee the privacy or security of any information transmitted over or stored in any system connected to the Internet.

8. RETURN OF DATA ON EXPIRY OR TERMINATION OF THE TERM

8.1 Data return on expiry or termination of the Term is set out in the Policies.

9. GENERAL

9.1 OneAdvanced can monitor the Right to Access and Use the Service and/or compliance with this Schedule and/or Licence Metrics at any time without prior notice. If necessary, the Customer will at the request of OneAdvanced operate and run a tool or program provided by OneAdvanced in order to verify that the use of the Service complies with (i) the Right to Access and Use the Service (ii) this Schedule and (iii) any Licence Metrics.

9.2 OneAdvanced may suspend the Service without notice and without any liability to the Customer if: (i) the Service is being used in breach of the Agreement (including without limitation failure to pay any Fees); (ii) there is a breach of security and OneAdvanced reasonably believe that the suspension of the Service is necessary to protect any network; (iii) due to emergency Downtime Events; or (iv) if required by law, enforcement, regulatory or government agency.

SCHEDULE 3
SERVICE TERMS – ON PREMISE

1. BASIS OF SERVICE

The Service is provided in accordance with the Agreement and includes:

(i) Right to Access and Use the Service;
(ii) Service Support (mandatory but chargeable addition).

2. RIGHT TO ACCESS AND USE THE SERVICE

2.1 The Customer has the Right to Access and Use the Service for the Term on a non-transferable, non-exclusive basis in accordance with the relevant Licence Metrics as from the date of payment.
2.2 The Right to Access and Use the Service can be extended to any End Users or Permitted Entities of the Customer provided always that the Permitted Entities: (i) are not Competitors of OneAdvanced; and (ii) such rights will automatically cease if they cease to be a Permitted Entity. The Customer accepts responsibility and liability for the acts and/or omissions of its Permitted Entities.
2.3 Both Parties will (and the Customer will procure that its End Users and Permitted Entities will) comply with any relevant Policies in conjunction with the Right to Access and Use the Service.
2.4 It is a requirement for the Customer to pay Fees for Service Support at all times during the Term otherwise the Right to Access and Use the Service lapses.

3. SERVICE SUPPORT

3.1 OneAdvanced will provide Service Support for the Service in accordance with the relevant Service Support Policy or Third Party Support Policy.
3.2 If an Error has been corrected or is not present in a more current Update of the Service, OneAdvanced will have no obligation to correct such Error in prior Updates of the Software. Updates will require the Customer to schedule and implement the changes or may require training services. OneAdvanced reserve the right to suspend provision of Service Support where Updates are not implemented within a reasonable time following request to do so.

4. BACK UPS (AND DISASTER RECOVERY, IF APPLICABLE)

4.1 Data backup services will be carried out by the Customer unless agreed otherwise in an Order Form. In the event of any loss or damage to Customer data, howsoever arising, the Customer's sole and exclusive remedy against OneAdvanced shall be for OneAdvanced to assist the Customer to restore any lost or damaged Customer data from the latest back-up of such Customer data maintained by the Customer at an agreed cost. Responsibility for the Customer network including security of the same remains at all times with the Customer.

5. CHANGES

5.1 The Service is continually evolving and OneAdvanced reserve the right to (i) add and/or substitute equivalent functionality within the Service (including substituting equivalent products for any Third Party Service in the event of product unavailability, end-of-life or changes to software requirements), (ii) recommend a Customer upgrades its own equipment and ancillary software in order to make efficient use of the Service and (iii) update Service Support for the Service and any Third Party Service.

6. THIRD PARTY TERMS

6.1 Where a Third Party Service is provided, the Customer accepts the associated Third Party Terms. Copies are available for inspection at online. In any event where a Third Party Service is provided as part of the Service the Customer shall have no broader Right to Access and Use the Third Party Service than it does in relation to the Service.

7. RETURN OF DATA ON EXPIRY OR TERMINATION OF THE TERM

7.1 Data return on expiry or termination of the Term is set out in the Policies.

SCHEDULE 4
SERVICE TERMS – PROFESSIONAL SERVICES

1. INTRODUCTION

The Professional Services will be provided in accordance with the Agreement.

2. REQUIREMENTS FOR THE DELIVERY OF THE PROFESSIONAL SERVICES

2.1 The Customer agrees to co-operate with OneAdvanced in good faith by providing:

(a) OneAdvanced and its sub-contractors with access to such information, facilities, personnel and equipment as reasonably required by OneAdvanced to perform the Professional Services, including, but not limited to, providing security access, information and personnel; and

(b) timely decision making, notification of relevant issues or information and granting of approvals, recognising that OneAdvanced's performance of the Professional Services is dependent upon the timely and effective satisfaction of Customer's responsibilities whether stated in the Order Form, this Schedule or in the SOW. OneAdvanced shall be entitled to rely on all Customer decisions and approvals.

2.2 The Customer will ensure that OneAdvanced's assigned technical personnel are able to access Customer's system remotely. The Customer shall be responsible for providing access through any security measures it deems necessary. OneAdvanced at its discretion shall decide whether access to the system is sufficient for installation purposes.

2.3 The Customer will purchase training hours if training support is required at OneAdvanced's T&M rates or as otherwise agreed. The Customer acknowledges and agrees that Service Support shall not include training support.

3. DELIVERY OF THE PROFESSIONAL SERVICES

3.1 OneAdvanced will deliver the Professional Services in all material respects as set out in the Order Form and/or the SOW.

3.2 The Customer acknowledges and agrees that certain roles and/or responsibilities specific for the delivery of Professional Services may be allocated to the Customer from time to time by agreement and access to OneAdvanced project team members shall be on a non-exclusive basis.

3.3 OneAdvanced project team members will perform their duties through a combination of on-site and off-site activity as they determine.

3.4 OneAdvanced will be responsible for securing, managing, scheduling, coordinating and supervising OneAdvanced personnel, including OneAdvanced subcontractors, in performing the Professional Services.

3.5 Unless otherwise specified in the SOW, Professional Services are provided for 7.5 hours on a Business Day in the relevant Territory which excludes travelling time and lunch. Where at a Customer's request OneAdvanced performs Professional Services outside these hours, the following day rates will apply:

(a) Professional Services performed between 17:30 and 09:00 Monday to Friday excluding public holidays in the Territory – 150% of the normal day rate.

(b) Professional Services performed on public holidays in the Territory or between 17:30 Friday and 09:00 Monday – 200% of the normal day rate.

4. FEES AND EXPENSES

4.1 Professional Services are provided on a time and materials ("T&M") basis at OneAdvanced's T&M rates in effect at the time the Professional Services are performed unless a fixed fee basis is indicated in the Order Form.

4.2 The Customer is responsible for paying OneAdvanced for its reasonable expenses in addition to the Professional Services Fee. Unless otherwise specified in the SOW, expenses are incurred by OneAdvanced personnel in accordance with OneAdvanced's then current expenses policy.

4.3 Professional Services will not be delivered unless payment for the Professional Services Fees has been paid in accordance with the terms of this Agreement.

5. CHANGE IN SCOPE OF THE PROFESSIONAL SERVICES

Either party may propose a change to the Professional Services ("Change Order") via the change control process set out in the SOW. If no change control process is set out in the SOW, the parties will cooperate in good faith to agree the required changes. Where at the Customer's request OneAdvanced spends more than four (4) hours evaluating a potential Change Order to produce a recommendation for a Change Order, the Customer agrees to pay OneAdvanced for the additional time to author the Change Order at OneAdvanced's current T&M day rates.

6. CANCELLATION

For Professional Services only, cancellation charges are applied to service days booked / scheduled and then subsequently cancelled by the Customer, based on the following table of charges:

	Cancellation Notice Period	Charges
In-Progress Project Booking and Scheduled Cancellations	14 working days or more prior notice	NIL
	8 to 13 working days prior notice	25% of day rate for cancelled days
	5 to 7 working days prior notice	50% of day rate for cancelled days
	Less than 5 working days prior notice	100% of day rate for cancelled days

Any travel expenses incurred by OneAdvanced relating to cancelled and rescheduled Professional Services shall be recharged to Customer in the event these expenses cannot reasonably be recovered by OneAdvanced.

7. WARRANTIES AND DISCLAIMERS

7.1 OneAdvanced warrants that the Professional Services shall be performed using reasonable care and skill.

7.2 Unless otherwise stated in the SOW, the Customer must notify OneAdvanced of any claim under this clause 7 within 10 (ten) Business Days of delivery of the applicable Professional Services and/or Deliverables. Upon receipt of timely written notice of a claim, OneAdvanced's obligation is to correct the Professional Services and/or Deliverables and the Customer will be deemed to have accepted the corrections made if the Customer fails to reject the Professional Services and/or Deliverables within 10 (ten) Business Days from the date of re-delivery.

7.3 The remedy in clause 7.2 will be the Customer's sole and exclusive remedy for any claims arising from or in connection with this clause 7.

SCHEDULE 5 – DATA PROTECTION

1. DEFINITIONS AND INTERPRETATION

The following definitions will apply in this Schedule 5. All other capitalised terms shall have the meaning given to them in Schedule 1:

"Anonymised Customer Data" means removal of Personal Data and any information reasonably likely to identify a company or other business entity; provided such revised data does not include and is not subject to any key, code, or other mechanism that could be used to restore such information.

"Controller", **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, and **"Processor"** shall all have the meanings given to them in the Data Protection Legislation;**"Data Protection Legislation"** means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement, including the following legislation to the extent applicable: (a) the UK GDPR (as defined in section 3(10) of the Data Protection Act 2018), Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003; (b) the General Data Protection Regulation (2016/679) and any national law issued under that regulation; (c) national laws implementing the Directive on Privacy and Electronic Communications (2002/58/EC); and (d) any laws or regulations that replace or supersede the legislation referred to in (a) to (c) from time to time;

"Restricted International Transfer" means a transfer of Personal Data: (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Data from that country; (b) to a country which does not provide an adequate level of protection for Personal Data as required by the Data Protection Legislation of the country of export; and

"Standard Contractual Clauses" ("SCCs") means as applicable, the European Commission's Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council C/2021/3972 ("**EU SCCs**") together with the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the Information Commissioner's Office ("**UK Addendum**"). Completed SCCs can be found here Standard Contractual Clauses

2. GENERAL

2.1 Each of OneAdvanced and Customer agree to comply with their respective obligations under Data Protection Legislation when processing Personal Data in connection with this Agreement.

2.2 In processing the Personal Data when providing the Services, Customer shall be the Controller and OneAdvanced shall be the Processor of the Personal Data processed under this Agreement. The scope of the processing carried out by OneAdvanced in connection with the services under this Agreement is as set out in Annex 1 (Details of Processing). OneAdvanced shall notify the Customer as soon as reasonably practicable if it considers that any of the Customer's instructions infringe Data Protection Legislation. OneAdvanced shall process Personal Data for its own business purposes such as customer and account management, billing and accounting, and product-specific research and development and software development and improvement as an Independent Controller. For information about how we process data as an Independent Controller, please consult our Privacy Policy.

3. ONEADVANCED OBLIGATIONS

3.1 OneAdvanced shall, in relation to any Personal Data processed as a Processor on behalf of the Customer in connection with this Agreement:

3.1.1 only process the Personal Data in accordance with the instructions provided from the Customer, the Annex, and for the purposes of fulfilling its obligations and exercising its rights under this Agreement, or otherwise as required by Applicable Law (and where such a requirement is placed on OneAdvanced it shall notify the Customer unless prohibited by Applicable Law);

3.1.2 promptly notify the Customer if it receives a request from a Data Subject attempting to exercise their rights under Data Protection Legislation;

3.1.3 where necessary, provide reasonable assistance to the Customer to respond to requests from Data Subjects exercising their rights under Data Protection Legislation;

3.1.4 notify the Customer without undue delay if it receives any other request, complaint or communication (including from a supervisory authority) relating to Customer's obligations under Data Protection Legislation in connection with this Agreement;

3.1.5 provide reasonable assistance to the Customer to conduct data protection impact assessments (and any related consultations) where required under Data Protection Legislation in connection with the Services provided under this Agreement. In certain circumstances, OneAdvanced reserves the right to apply a fee for providing assistance to the Customer to conduct a data protection impact assessment;

3.1.6 ensure that it has appropriate technical and organisational measures in place (available here) to address the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Data;

3.1.7 ensure that any employees or personnel engaged by OneAdvanced that may have access to Personal Data relating to this Agreement shall be subject to appropriate duties of confidentiality; and

3.1.8 notify the Customer without undue delay upon becoming aware of any Personal Data Breach in relation to the Personal Data processed in connection with this Agreement. OneAdvanced shall provide further information on reasonable request from the Customer as such details become available.

4. CUSTOMER OBLIGATIONS

4.1 The Customer is responsible for:

4.1.1 ensuring that they have a lawful basis for processing Personal Data, including appropriate consent, where applicable, to the processing of any Personal Data by OneAdvanced;

4.1.2 confirming that the measures in clause 3.1.6 are sufficient to meet the standard of appropriateness under Data Protection Legislation and, if necessary, enter into discussions with OneAdvanced regarding enhanced security measures if necessary, as OneAdvanced may not be informed about the nature of the Personal Data or the harm that may arise from a Personal Data Breach affecting the Personal Data;

4.1.3 claims or complaints resulting from OneAdvanced's actions to the extent that such actions directly result from instructions received from the Customer;

4.1.4 implementing such multi-factor authentication measures as are notified to it by OneAdvanced (including as noted in relevant service documents and manuals); and

4.1.5 ensuring that it has an appropriate lawful basis under Data Protection Legislation to share Personal Data with OneAdvanced in connection with the provision of the Services.

5. SUB-PROCESSING

5.1 The Customer grants general authorisation for OneAdvanced to appoint (and permit each sub-processor appointed in accordance with this clause to appoint) sub-processors as follows:

5.1.1 OneAdvanced may continue to use those sub-processors already engaged as at the date of this Agreement.

5.1.2 The Customer provides its general authorisation and consent to the use of the sub-processors contained within the following link.

5.1.3 The link above contains a mechanism for Customers to subscribe to notifications and updates to the list of sub-processors shall be made available by OneAdvanced to all Customers via notifications made through this mechanism. The Customer shall subscribe and any changes (except for deletions of sub-processors without replacement) shall be notified through this mechanism at least thirty (30) days in advance of any processing by the proposed new sub-processor.

5.1.4 If the Customer has a reasonable objection that relates to a new sub-processor's processing of Personal Data, the Customer may object to OneAdvanced's use of such sub-processor by notifying OneAdvanced in writing at dataprotection@oneadvanced.com within thirty (30) days from availability of the notification. In the event of an objection on reasonable grounds, OneAdvanced and the Customer shall work together in good faith to discuss a resolution. OneAdvanced may elect to: (i) not use the sub-processor to process the Personal Data of the Customer; or (ii) take corrective steps requested by the Customer in its objection and continue with the proposed sub-processor. If neither of these options are reasonably practicable and the Customer continues to object to the processing by the proposed sub-processor, either party may provide notice of termination of the affected portion of the Service.

5.1.5 OneAdvanced shall have in place with each sub-processor, an agreement which contains data protection obligations materially as protective as those set out in this agreement.

5.1.6 OneAdvanced shall remain fully liable for all acts or omissions of any sub-processor.

6. INTERNATIONAL TRANSFERS

6.1 The Customer acknowledges and agrees that the processing of Personal Data in connection with the provision of Services by OneAdvanced as Processor may involve Restricted International Transfers of Personal Data. Where OneAdvanced carries out a Restricted International Transfer, it shall ensure that appropriate safeguards (for example SCCs) are in place as required by Data Protection Legislation. OneAdvanced shall also ensure that the Data Subject has enforceable rights and effective legal remedies.

6.2 OneAdvanced uses sub-processors, including its Affiliates, which may result in temporary processing activities outside the United Kingdom and European Economic Area.

6.3 **Transfers from the EEA**. In relation to Personal Data protected by the EU GDPR, the EU SCCs will apply completed as follows:

a) Module Two will apply.

b) in Clause 7, the optional docking clause will apply;

c) in Clause 9, Option 2 "General Authorisation" will apply, and the time period for prior notice of Sub-Processor changes shall be as set out in clause 5 of this Schedule 5;

d) in Clause 11, the optional language will not apply;

e) in Clause 17, Option 1 will apply, and the EU SCCs will be governed by Irish law;

f) in Clause 18(b), disputes shall be resolved before the courts of Ireland;

g) Annex I of the EU SCCs shall be deemed completed with the information set out in Annex 1 of the completed SCCs Standard Contractual Clauses

h) Annex II of the EU SCCs shall be deemed completed with the information available here; and

i) Annex III of the EU SCCs is not needed as the parties have agreed to general authorisation of sub-processors.

6.4 **Transfers from UK.** Where a Restricted International Transfer is made from the UK, the UK Addendum is deemed executed between Customer and OneAdvanced and the EU SCCs (as modified above) shall apply as amended by the UK Addendum.

7. RECORDS AND AUDIT

7.1 OneAdvanced shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation. At the reasonable request of the Customer, OneAdvanced shall make available to the Customer information necessary to demonstrate OneAdvanced's compliance with this Schedule 5.

8. ANONYMISED DATA

8.1 Customer hereby authorises OneAdvanced: (1) to anonymise (as defined above) Customer Data and to combine it with data from other customers into a new aggregate dataset; and (2) to use such Anonymised Customer Data as a component of such new aggregate dataset for any lawful business purposes, including without limitation for distribution to Third Parties. OneAdvanced shall: (a) implement technical safeguards that prohibit reversal of Anonymised Customer Data; (b) implement business processes that specifically prohibit such reversal or recreation; (c) make no attempt to achieve such reversal; and (d) implement reasonable business processes to prevent inadvertent release.

8.2 Without prejudice to any other documented instructions of the Customer, Customer agrees that OneAdvanced may use the Anonymised Customer Data for any lawful business purposes, including but not limited to understanding, improving, and developing OneAdvanced's products and Services, artificial intelligence learning, benchmarking, aggregated statistics, historical data analysis, and analytics. Customer may withdraw this instruction at any time by notice in writing to OneAdvanced. OneAdvanced shall not be required to delete any Anonymised Customer Data already created prior to receipt of such notice.

9. FEEDBACK

9.1 Customer may provide feedback regarding any part of the Services, products, business or development plans, or technology roadmaps ("**Feedback**"). OneAdvanced may collect data from Customer's use of the Services ("**Learnings**") for any lawful business purposes, including but not limited to understanding, improving, and developing OneAdvanced's products and Services, artificial intelligence learning, benchmarking, aggregated statistics, historical data analysis, and analytics. However, OneAdvanced will not disclose Learnings externally unless it is aggregated or deidentified.

Annex 1 – Details of Processing

Description	Details
Subject matter of the processing	The services purchased by the Controller, as detailed in the Order Form: 1. Hosting – Cloud and platform 2. Software Support services 3. Software and AI development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 11. Other professional services
Duration of the processing	The term set out for the provision of the relevant software and/or services as stated in the Order Form
Nature and purposes of the processing	Nature of Processing: 1. Storage 2. Access 3. Consultation 4. Remote Access 5. Deletion 6. Alteration 7. Anonymisation of data Purposes of processing: Any of the following services stated in the Order Form. 1. Hosting – Cloud and platform 2. Software Support services 3. Software and AI development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purpose 11. Other professional services
Type of Personal Data	Personal Data and/or Special Category data relating to individuals provided to OneAdvanced by, or at the direction of, the Customer in connection with the Services.
Categories of Data Subject	The Customer will maintain a list of categories of data subjects appropriate to their use of the software or services.

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	On termination or expiry of the Agreement, OneAdvanced will return the Personal Data in our standard machine-readable format (at Customer's cost or as otherwise agreed in writing between the parties) upon receipt of a documented request from the Customer. Such request will be received within thirty (30) days of expiry or termination of this Agreement, failing which, once this Agreement has expired or terminated, any Personal Data will be immediately put beyond use and; after ninety (90) days of expiry or termination of this Agreement, it will be deleted. In the event that the Customer requests return of their Personal Data as described above, all Customer Personal Data will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Customer, unless otherwise agreed in writing between the parties or to the extent it is required to be retained or deleted under Applicable Law.

SCHEDULE 5 – DATA PROTECTION

1. DEFINITIONS AND INTERPRETATION

The following definitions will apply in this Schedule 5. All other capitalised terms shall have the meaning given to them in Schedule 1:

"Anonymised Customer Data" means removal of Personal Data and any information reasonably likely to identify a company or other business entity; provided such revised data does not include and is not subject to any key, code, or other mechanism that could be used to restore such information.

"APP" means Australian Privacy Principles as set out in Schedule 1 to the Privacy Act 1988 (Cth);

"Breach", **"Individual"**, **"Personal Information"** and **"Sensitive Information"** shall all have the meanings given to them in the Data Protection Legislation;

"Data Protection Legislation" means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement, including the following legislation to the extent applicable: (a) Privacy Act 1988 (Cth); (b) Privacy Regulation 2013 (Cth); (c) Information Privacy Act 2014 (ACT), Information Act 2002 (NT), Privacy and Personal Information Protection Act 1998 (NSW), Information Privacy Act 2009 (QLD), Personal Information Protection Act 2004 (TAS) and Privacy and Data Protection Act 2014 (VIC); and (d) any laws or regulations that replace or supersede the legislation referred to in (a) to (c) from time to time; and

"Restricted International Transfer" means a transfer of Personal Information: (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Information from that country; (b) to a country which does not provide an adequate level of protection for Personal Information as required by the Data Protection Legislation of the country of export.

2. GENERAL

2.1 Each of OneAdvanced and the Customer agree to comply with their respective obligations under Data Protection Legislation in respect of Personal Information collected, held and disclosed in connection with this Agreement.

2.2 The scope of processing carried out by OneAdvanced in connection with the Services under this Agreement is as set out in Annex 1 (Details of Processing). OneAdvanced shall notify the Customer as soon as reasonably practicable if it considers that any of the Customer's instructions infringe Data Protection Legislation.

3. ONEADVANCED OBLIGATIONS

3.1 OneAdvanced shall, in relation to any Personal Information processed on behalf of the Customer in connection with this Agreement:

3.1.1 only process the Personal Information in accordance with the instructions provided from the Customer, the Annex, and for the purposes of fulfilling its obligations and exercising its rights under this Agreement, or otherwise as required by Applicable Law (and where such a requirement is placed on OneAdvanced it shall notify the Customer unless prohibited by Applicable Law);

3.1.2 promptly notify the Customer if it receives a request from an Individual attempting to exercise their rights under Data Protection Legislation;

3.1.3 where necessary, provide reasonable assistance to the Customer to respond to requests from Individuals exercising their rights under Data Protection Legislation;

3.1.4 notify the Customer without undue delay if it receives any other request, complaint or communication (including from a supervisory authority) relating to Customer's obligations under Data Protection Legislation in connection with this Agreement;

3.1.5 provide reasonable assistance to the Customer to conduct data protection impact assessments (and any related consultations) where required under Data Protection Legislation in connection with the Services provided under this Agreement. In certain circumstances, OneAdvanced reserves the right to apply a fee for providing assistance to the Customer to conduct a data protection impact assessment;

3.1.6 ensure that it has appropriate technical and organisational measures in place (available here) to address the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Information;

3.1.7 ensure that any employees or personnel engaged by OneAdvanced that may have access to Personal Information relating to this Agreement shall be subject to appropriate duties of confidentiality; and

3.1.8 notify the Customer without undue delay upon becoming aware of any Breach in relation to the Personal Information processed in connection with this Agreement. OneAdvanced shall provide further information on reasonable request from the Customer as such details become available.

4. CUSTOMER OBLIGATIONS

4.1 The Customer is responsible for:

4.1.1 ensuring that they have a lawful basis for processing Personal Information, including appropriate consent, where applicable, to the processing of any Personal Information by OneAdvanced;

4.1.2 confirming that the measures in clause 3.1.6 are sufficient to meet the standard of appropriateness under Data Protection Legislation and, if necessary, enter into discussions with OneAdvanced regarding enhanced security measures if necessary, as OneAdvanced may not be informed about the nature of the Personal Information or the harm that may arise from a Breach affecting the Personal Information;

4.1.3 claims or complaints resulting from OneAdvanced's actions to the extent that such actions directly result from instructions received from the Customer;

4.1.4 implementing such multi-factor authentication measures as are notified to it by OneAdvanced (including as noted in relevant service documents and manuals); and

4.1.5 ensuring that it has a lawful basis for any data transfer, including those anticipated by clause 6 below.

5 SUB-PROCESSING

The Customer grants general authorisation for OneAdvanced to appoint (and permit each sub-processor appointed in accordance with this clause to appoint) sub-processors as follows:

5.1 OneAdvanced may continue to use those sub-processors already engaged as at the date of this Agreement.

5.1.1 The Customer provides its general authorisation and consent to the use of the sub-processors contained within the following link.

5.1.2 The link above contains a mechanism for Customers to subscribe to notifications and updates to the list of sub-processors shall be made available by OneAdvanced to all Customers via notifications made through this mechanism. The Customer shall subscribe and any changes (except for deletions of sub-processors without replacement) shall be notified through this mechanism at least thirty (30) days in advance of any processing by the proposed new sub-processor.

5.1.3 If the Customer has a reasonable objection that relates to a new sub-processor's processing of Personal Data, the Customer may object to OneAdvanced's use of such sub-processor by notifying OneAdvanced in writing at dataprotection@oneadvanced.com within thirty (30) days from availability of the notification. In the event of an objection on reasonable grounds, OneAdvanced and the Customer shall work together in good faith to discuss a resolution. OneAdvanced may elect to: (i) not use the sub-processor to process the Personal Data of the Customer; or (ii) take corrective steps requested by the Customer in its objection and continue with the proposed sub-processor. If neither of these options are reasonably practicable and the Customer continues to object to the processing by the proposed sub-processor, either party may provide notice of termination of the affected portion of the Service.

5.1.4 OneAdvanced shall have in place with each sub-processor, an agreement which contains data protection obligations materially as protective as those set out in this agreement.

5.1.5 OneAdvanced shall remain fully liable for all acts or omissions of any sub-processor.

6. INTERNATIONAL TRANSFERS

6.1 The Customer acknowledges and agrees that the provision of Services by OneAdvanced may involve Restricted International Transfers of Personal Information. Where OneAdvanced carries out a Restricted International Transfer, it shall ensure that appropriate safeguards are in place as required by Data Protection Legislation, including in accordance with APP 8. OneAdvanced shall also ensure that the Individual has enforceable rights and effective legal remedies. Where required, completed standard contractual clauses are available here Standard Contractual Clauses

6.2 OneAdvanced uses sub-processors, including its Affiliates, which may result in temporary processing activities outside Australia.

7. RECORDS AND AUDIT

7.1 OneAdvanced shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation. At the reasonable request of the Customer, OneAdvanced shall make available to the Customer information necessary to demonstrate OneAdvanced's compliance with this Schedule 5.

8. ANONYMISED DATA

8.1 Customer hereby authorises OneAdvanced: (1) to anonymise (as defined above) Customer Data and to combine it with data from other customers into a new aggregate dataset; and (2) to use such Anonymised Customer Data as a component of such new aggregate dataset for any lawful business purposes, including without limitation for distribution to Third Parties. OneAdvanced shall: (a) implement technical safeguards that prohibit reversal of Anonymised Customer Data; (b) implement business processes that specifically prohibit such reversal or recreation; (c) make no attempt to achieve such reversal; and (d) implement reasonable business processes to prevent inadvertent release.

8.2 Without prejudice to any other documented instructions of the Customer, Customer agrees that OneAdvanced may use the Anonymised Customer Data for any lawful business purposes, including but not limited to understanding, improving, and developing OneAdvanced's products and Services, artificial intelligence learning, benchmarking, aggregated statistics, historical data analysis, and analytics. Customer may withdraw this instruction at any time by notice in writing to OneAdvanced. OneAdvanced shall not be required to delete any Anonymised Customer Data already created prior to receipt of such notice.

9. FEEDBACK

9.1 Customer may provide feedback regarding any part of the Services, products, business or development plans, or technology roadmaps ("**Feedback**"). OneAdvanced may collect data from Customer's use of the Services ("**Learnings**") for any lawful business purposes, including but not limited to understanding, improving, and developing OneAdvanced's products and Services, artificial intelligence learning, benchmarking, aggregated statistics, historical data analysis, and analytics. However, OneAdvanced will not disclose Learnings externally unless it is aggregated or deidentified.

Annex 1 – Details of Processing

Description	Details
Subject matter of the processing	The services purchased by the Customer, as detailed in the Order Form: 1. Hosting – Cloud and platform 2. Software Support services 3. Software & AI development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 11. Other professional services
Duration of the processing	The term set out for the provision of the relevant software and/or services as stated in the Order Form
Nature and purposes of the processing	Nature of Processing: 1. Storage 2. Access 3. Consultation 4. Remote Access 5. Deletion 6. Alteration 7. Anonymisation of data Purposes of processing: Any of the following services stated in the Order Form. 1. Hosting – Cloud and platform 2. Software Support services 3. Software & AI development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 11. Other professional services
Type of Personal Information	Personal Information and/or Sensitive Information data relating to individuals provided to OneAdvanced by, or at the direction of, the Customer in connection with the Services.
Categories of Individual	The Customer will maintain a list of categories of data subjects appropriate to their use of the software or services.

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	On termination or expiry of the Agreement, OneAdvanced will return the Personal Information in our standard machine-readable format (at Customer's cost or as otherwise agreed in writing between the parties) upon receipt of a documented request from the Customer. Such request will be received within thirty (30) days of expiry or termination of this Agreement, failing which, once this Agreement has expired or terminated, any Personal Information will be immediately put beyond use and; after ninety (90) days of expiry or termination of this Agreement, it will be deleted. In the event that the Customer requests return of their Personal Information as described above, all Customer Personal Information will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Customer, unless otherwise agreed in writing between the parties or to the extent it is required to be retained or deleted under Applicable Law.

SCHEDULE 5 – DATA PROTECTION

1. DEFINITIONS AND INTERPRETATION

The following definitions will apply in this Schedule 5. All other capitalised terms shall have the meaning given to them in Schedule 1:

"Anonymised Customer Data" means removal of Personal Data and any information reasonably likely to identify a company or other business entity; provided such revised data does not include and is not subject to any key, code, or other mechanism that could be used to restore such information.

"Individual" and **"Personal Information"** shall all have the meanings given to them in the Data Protection Legislation;

"Breach" means any unauthorised or accidental access to, or disclosure, alteration, loss, or destruction of Personal Information or any action that prevents access to Personal Information on either a temporary or permanent basis.

"Data Protection Legislation" means all privacy or data protection laws or regulations applicable to the subject matter of this Agreement, including the Privacy Act 2020 and any laws or regulations that replace or supersede such legislation from time to time; and

"IPP" means Information Privacy Principles as set out in Part 3 Subpart 1 of the Privacy Act 2020;

"Restricted International Transfer" means a transfer of Personal Information: (a) from a country which has Data Protection Legislation which imposes restrictions on extra-territorial transfers of Personal Information from that country; (b) to a country which does not provide an adequate level of protection for Personal Information as required by the Data Protection Legislation of the country of export.

"Sensitive Information" means any Personal Information that is particularly sensitive, including, for example (but without limitation), information that relates to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sexual orientation, criminal convictions or offences, or an Individual's genetic, biometric or health data.

2. GENERAL

2.1 Each of OneAdvanced and Customer agree to comply with their respective obligations under Data Protection Legislation in respect of Personal Information collected, held and disclosed in connection with this Agreement.

2.2 The scope of the processing carried out by OneAdvanced in connection with the Services under this Agreement is as set out in Annex 1 (Details of Processing). OneAdvanced shall notify the Customer as soon as reasonably practicable if it considers that any of the Customer's instructions infringe Data Protection Legislation.

3. ONEADVANCED OBLIGATIONS

3.1 OneAdvanced shall, in relation to any Personal Data processed on behalf of the Customer in connection with this Agreement:

3.1.1 only process the Personal Information in accordance with the instructions provided from the Customer, the Annex, and for the purposes of fulfilling its obligations and exercising its rights under this Agreement, or otherwise as required by Applicable Law (and where such a requirement is placed on OneAdvanced it shall notify the Customer unless prohibited by Applicable Law);

3.1.2 promptly notify the Customer if it receives a request from an individual attempting to exercise their rights under Data Protection Legislation;

3.1.3 where necessary, provide reasonable assistance to the Customer to respond to requests from individuals exercising their rights under Data Protection Legislation;

3.1.4 notify the Customer without undue delay if it receives any other request, complaint or communication (including from a supervisory authority) relating to Customer's obligations under Data Protection Legislation in connection with this Agreement;

3.1.5 provide reasonable assistance to the Customer to conduct data protection impact assessments (and any related consultations) where required under Data Protection Legislation in connection with the Services provided under this Agreement. In certain circumstances, OneAdvanced reserves the right to apply a reasonable fee for providing assistance to the Customer to conduct a data protection impact assessment;

3.1.6 ensure that it has appropriate technical and organisational measures in place (available here) to address the risk of accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to Personal Information;

3.1.7 ensure that any employees or personnel engaged by OneAdvanced that may have access to Personal Data relating to this Agreement shall be subject to appropriate duties of confidentiality; and

3.1.8 notify the Customer without undue delay upon becoming aware of any Breach in relation to the Personal Information processed in connection with this Agreement. OneAdvanced shall provide further information on reasonable request from the Customer as such details become available.

4. CUSTOMER OBLIGATIONS

4.1 The Customer is responsible for:

4.1.1 ensuring that they have a lawful basis for processing Personal Information, including appropriate consent, where applicable, to the processing of any Personal Information by OneAdvanced;

4.1.2 confirming that the measures in clause 3.1.6 are sufficient to meet the standard of appropriateness under Data Protection Legislation and, if necessary, enter into discussions with OneAdvanced regarding enhanced security measures if necessary, as OneAdvanced may not be informed about the nature of the Personal Information or the harm that may arise from a Breach affecting the Personal Information;

4.1.3 claims or complaints resulting from OneAdvanced's actions to the extent that such actions directly result from instructions received from the Customer;

4.1.4 implementing such multi-factor authentication measures as are notified to it by OneAdvanced (including as noted in relevant service documents and manuals); and

4.1.5 ensuring that it has an appropriate lawful under Data Protection Legislation to share Personal Data with OneAdvanced in connection with the provision of the Services.

5. SUB-PROCESSING

5.1 The Customer grants general authorisation for OneAdvanced to appoint (and permit each sub-processor appointed in accordance with this clause to appoint) sub-processors as follows:

5.1.1 OneAdvanced may continue to use those sub-processors already engaged as at the date of this Agreement.

5.1.2 The Customer provides its general authorisation and consent to the use of the sub-processors contained within the following link.

5.1.3 The link above contains a mechanism for Customers to subscribe to notifications and updates to the list of sub-processors shall be made available by OneAdvanced to all Customers via notifications made through this mechanism. The Customer shall subscribe and any changes (except for deletions of sub-processors without replacement) shall be notified through this mechanism at least thirty (30) days in advance of any processing by the proposed new sub-processor.

5.1.4 If the Customer has a reasonable objection that relates to a new sub-processor's processing of Personal Information, the Customer may object to OneAdvanced's use of such sub-processor by notifying OneAdvanced in writing at dataprotection@oneadvanced.com within thirty (30) days' from availability of the notification. In the event of an objection on reasonable grounds, OneAdvanced and the Customer shall work together in good faith to discuss a resolution. OneAdvanced may elect to: (i) not use the sub-processor to process the Personal Information of the Customer; or (ii) take corrective steps requested by the Customer in its objection and continue with the proposed sub-processor. If neither of these options are reasonably practicable and the Customer continues to object to the processing by the proposed sub-processor, either party may provide notice of termination of the affected portion of the Service.

5.1.5 OneAdvanced shall have in place with each sub-processor, an agreement which contains data protection obligations materially as protective as those set out in this Agreement.

5.1.6 OneAdvanced shall remain fully liable for all acts or omissions of any sub-processor.

6. DATA TRANSFERS

6.1 The Customer acknowledges and agrees that the provision of Services by OneAdvanced may involve Restricted International Transfers of Personal Information. Where OneAdvanced carries out a Restricted International Transfer, it shall ensure that appropriate safeguards are in place as required by Data Protection Legislation, including in accordance with IPP 12. OneAdvanced shall also ensure that the individual has enforceable rights and effective legal remedies. Where required, completed standard contractual clauses are available here Standard Contractual Clauses

6.2 OneAdvanced uses sub-processors, including its Affiliates, which may result in temporary processing activities outside of New Zealand.

7. RECORDS AND AUDIT

7.1 OneAdvanced shall maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation. At the reasonable request of the Customer, OneAdvanced shall make available to the Customer information necessary to demonstrate OneAdvanced's compliance with this Schedule 5.

8. ANONYMISED DATA

8.1 Customer hereby authorises OneAdvanced: (1) to anonymise (as defined above) Customer Data and to combine it with data from other customers into a new aggregate dataset; and (2) to use such Anonymised Customer Data as a component of such new aggregate dataset for any lawful business purposes, including without limitation for distribution to Third Parties. OneAdvanced shall: (a) implement technical safeguards that prohibit reversal of Anonymised Customer Data; (b) implement business processes that specifically prohibit such reversal or recreation; (c) make no attempt to achieve such reversal; and (d) implement reasonable business processes to prevent inadvertent release.

8.2 Without prejudice to any other documented instructions of the Customer, Customer agrees that OneAdvanced may use the Anonymised Customer Data for any lawful business purposes, including but not limited to understanding, improving, and developing OneAdvanced's products and Services, artificial intelligence learning, benchmarking, aggregated statistics, historical data analysis, and analytics. Customer may withdraw this instruction at any time by notice in writing to OneAdvanced. OneAdvanced shall not be required to delete any Anonymised Customer Data already created prior to receipt of such notice.

9. FEEDBACK

9.1 Customer may provide feedback regarding any part of the Services, products, business or development plans, or technology roadmaps ("**Feedback**"). OneAdvanced may collect data from Customer's use of the Services ("**Learnings**") for any lawful business purposes, including but not limited to understanding, improving, and developing OneAdvanced's products and Services, artificial intelligence learning, benchmarking, aggregated statistics, historical data analysis, and analytics. However, OneAdvanced will not disclose Learnings externally unless it is aggregated or deidentified.

Annex 1 – Details of Processing

Description	Details
Subject matter of the processing	The services purchased by the Customer, as detailed in the Order Form: 1. Hosting – Cloud and platform 2. Software Support services 3. Software and AI development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 11. Other professional services
Duration of the processing	The term set out for the provision of the relevant software and/or services as stated in the Order Form
Nature and purposes of the processing	Nature of Processing: 1. Storage 2. Access 3. Consultation 4. Remote Access 5. Deletion 6. Alteration 7. Anonymisation of data Purposes of processing: Any of the following services stated in the Order Form. 1. Hosting – Cloud and platform 2. Software Support services 3. Software and AI development 4. Project Management 5. Training & Consultancy 6. Payroll services 7. IT services 8. Managed Services / IT Outsourcing Services 9. Migration services 10. Research and analytics purposes 11. Other professional services
Type of Personal Information	Personal Information and/or Sensitive Information data relating to individuals provided to OneAdvanced by, or at the direction of, the Customer in connection with the services.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	On termination or expiry of the Agreement, OneAdvanced will return the Personal Information in our standard machine-readable format (at Customer's cost or as otherwise agreed in writing between the parties) upon receipt of a documented request from the Customer. Such request will be received within thirty (30) days of expiry or termination of this Agreement, failing which, once this Agreement has expired or terminated, any Personal Information will be immediately put beyond use and; after ninety (90) days of expiry or termination of this Agreement, it will be deleted. In the event that the Customer requests return of their Personal Information as described above, all Customer Personal Information will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Customer, unless otherwise agreed in writing between the parties or to the extent it is required to be retained or deleted under Applicable Law.

Schedule 6 - GP WORKFLOW ASSISTANT - AI TERMS

These terms ("**AI Terms**") apply to artificial intelligence features and technologies provided with Docman Workflow Assistant. These AI Terms are incorporated into the OneAdvanced Standard Terms by reference ("**Agreement**"). All capitalised terms not defined in these AI Terms have the meanings given in the Agreement.

1. DEFINITIONS

"AI Customer Input" means any data, materials, or content provided by Customer for processing by AI Features.

"AI Customer Output" means any data, materials, or content generated by AI Features in response to AI Customer Input.

"AI Feature" means any component of the Subscription Services that employs AI Technology, including but not limited to Generative AI, Retrieval-Augmented Generation/RAG, AI Agents or Agentic AI.

"AI Technology" includes all machine learning and artificial intelligence models, tools and software implementations used within AI Features.

"Customer Data" includes all AI Customer Inputs, AI Customer Outputs, usage data, aggregated statistics, and any other data provided by Customer.

"Sub-Processors" means any OneAdvanced sub-processor that processes any data in connection with the AI Features, as listed on OneAdvanced's website and available here.

2. RESTRICTIONS ON USE OF AI FEATURES

2.1 Customer will use AI Technology responsibly, safely, in a legally compliant manner**.** Without limiting any restrictions on use of the Service in the Agreement, Customer and its Authorised Users shall not and shall not permit anyone else to:

a) use the AI Features or any AI Customer Output to infringe any Third-Party rights, including intellectual property rights or privacy rights;
b) use the AI Features or any AI Customer Output except in compliance with applicable laws and in compliance with the Agreement, including these AI Terms;
c) use the AI Features or any AI Customer Output to develop, train or improve any AI or ML models (separate from authorised use of the Service under the Agreement), including to develop, train or improve a similar or competing product or service;
d) use web scraping, web harvesting, or web data extraction methods to extract data from AI Technology or AI Customer Output.
e) use the AI Features or any AI Customer Output to discover any underlying components of the models, algorithms, and systems, or otherwise attempt to reverse engineer or duplicate the AI Features, including by exfiltrating the weights of models;
f) represent any AI Customer Output as being approved or vetted by OneAdvanced;
g) represent any AI Customer Output as being an original work or a wholly human-generated work;
h) use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws;
i) use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical; or
j) attempt to access or use any AI endpoints, including but not limited to, direct API calls, unauthorised integrations, or any other means of accessing the AI Features, except as prescribed by OneAdvanced.

2.2 Customer will not circumvent, or bypass protective measures made available by OneAdvanced or a Third-Party, including, but not limited to, those intended to help prevent copyright infringement, data breaches, or security incidents.

2.3 In addition, Customer will read and adhere to all Prohibited Uses defined by OneAdvanced Acceptable Use Policy.

3. CUSTOMER'S OBLIGATIONS

3.1 Customer is responsible for any AI Customer Inputs that Customer or Authorised Users upload or submit to the AI Features, including any text, images, or other content.

3.2 Customer is responsible for its receipt, review and use of any AI Customer Outputs, including any responses, suggestions, formula, or any other content generated by the AI Features based on AI Customer Input. Customer will assess any AI Customer Output (including by code scanning, security scanning, human review, and human oversight and correction) before using or relying on the AI Customer Output for any purpose.

3.3 Customer acknowledges that AI Technology consists of emerging technologies, and, given the nature of such technologies, their use may result in incorrect, biased, unfair, or inaccurate AI Customer Output and/or AI Customer Output that may be unreal or untruthful in relation to certain sources.

3.4 Given the clauses 3.1 – 3.3 above, the Customer is responsible for determining whether the following are required: (1) implementation of human oversight of any AI Customer Output; (ii) meaningful human control over decisions informed by AI Technology; and (iii) evaluating AI Customer Output for accuracy, harm, and appropriateness for the specific use case. For more information, please read OneAdvanced Acceptable Use Policy.

4. INTELLECTUAL PROPERTY

4.1 **AI Customer Inputs.** Except for OneAdvanced's express rights in the Agreement, as between the Parties, Customer retains all intellectual property and other rights in AI Customer Inputs.

4.2 **AI Customer Outputs.** Customer acknowledges and agrees that (i) AI Customer Output will not qualify for intellectual property protection as it is not created solely and independently by the Customer; (ii) similar or the same AI Customer Output may be produced by AI Technology to similar requests from different customers and OneAdvanced provides no guarantee of uniqueness or exclusivity, (iii) Customers have a non-exclusive, non-transferable right to use AI Customers Outputs for their internal business purposes, subject to the Agreement and (iv) Customer's rights to AI Customer Output may not be enforceable against other users of AI Technology. Customer's

ownership in AI Customer Output is subject to OneAdvanced's and/or its licensor's ownership rights in the Service, OneAdvanced Materials, and data used to train AI Technology ("**Pre-Existing Materials**"). Customer is granted a right to use, and only will use, Pre-Existing Materials in Output to the same extent as Customer is permitted to use the Service. OneAdvanced's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technology, but not to the AI Customer Output.

4.3 **AI Features and AI Technology.** As between Customer and OneAdvanced, OneAdvanced retains all ownership in and to the AI Features and AI Technology, including but not limited to all algorithms or models and aggregated results of developing the AI Features and AI Technology.

5. AI FEATURES DEVELOPMENT AND IMPROVEMENT

5.1 Notwithstanding anything to the contrary in the Agreement, the Customer agrees and authorises OneAdvanced to use Customer Data (including Customer's interactions with AI Features) for the purposes of developing, improving, and delivering the AI Features, in accordance with applicable law. AI processing is an inherent part of the AI Features, and as such, certain data use is necessary for functionality, security, and accuracy improvements. Customer further acknowledges that once Customer Data has been used, it cannot be removed retroactively from historical datasets. If you prefer not to have your Customer Data used for the above purposes, you have the option to opt out at any time. Please be aware that this choice may limit the effectiveness of our Services in addressing your specific needs.

5.2 OneAdvanced does not commit to the use of specific AI models even if Customer may be able to choose between different AI models when using the Services. OneAdvanced reserves the right to modify, enhance, replace, or discontinue any AI Features or AI models at its sole discretion, without obligation to notify or obtain consent from the Customer, provided that such changes do not materially degrade the core functionality of the Service.

6. MONITORING

6.1 Customer acknowledges and agrees that OneAdvanced and its Sub-Processors have the right to monitor and analyse Customer's use of AI Features to detect security risks, policy violations, or unlawful activities.

6.2 OneAdvanced reserves the right to update security measures to respond to evolving threats and improve overall security posture, provided that such updates do not materially reduce the level of protection afforded to Customer Data.

7. INFRINGEMENT BY AI CUSTOMER OUTPUTS

7.1 AI Customer Outputs are provided "as-is" without warranty or guarantee of accuracy, legality, originality, or fitness for a particular purpose. Customer acknowledges that it is solely responsible for independently reviewing, verifying, and validating any AI Customer Outputs before use or reliance, including for compliance with applicable laws, internal policies, and risk assessments. To the fullest extent permitted by law, OneAdvanced shall not be liable for any loss, claim, damage, or liability arising from or related to Customer's reliance on AI Customer Outputs, including but not limited to intellectual property claims, data inaccuracies, or business disruptions.

8. RISKS AND LIMITATIONS

8.1 By using OneAdvanced's AI Technology, Customer acknowledges that:

8.1.1 Artificial intelligence and machine learning technologies have known and unknown risks and limitations;

8.1.2 AI-related laws, regulations, and industry standards continue to evolve, and Customer is solely responsible for ensuring its use of AI Features complies with all applicable legal, regulatory, and ethical requirements relevant to its industry, jurisdiction, and use case;

8.1.3 it is solely responsible for developing its own internal policies regarding the appropriate use of these technologies and training the Authorised Users.

8.1.4 OneAdvanced is not responsible for any inaccuracies, incompleteness, or errors in AI Customer Output;

8.1.5 OneAdvanced is not responsible for any biases or limitations of the underlying algorithms or data; and

8.1.6 OneAdvanced is not responsible for any AI Customer Output that you may find harmful, offensive, or otherwise unsuitable for its intended use.

8.2 If Customers encounter any AI Customer Output that is harmful, offensive, or not appropriate, Customers should raise a support ticket in order for OneAdvanced to iterate and improve the AI Features.

9. DISCLAIMER. AI CUSTOMER OUTPUTS ARE GENERATED THROUGH MACHINE LEARNING PROCESSES AND ARE NOT TESTED, VERIFIED, ENDORSED OR GUARANTEED TO BE ACCURATE, COMPLETE OR CURRENT BY ONEADVANCED. CUSTOMER AND ITS AUTHORISED USERS SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS. THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE AGREEMENT FOR THE SERVICE APPLY TO ALL ONEADVANCED AI FEATURES.

10. THIRD-PARTY SUPPLIERS Customer agrees to abide by any Third-Party terms and conditions relating to the AI Features.

11. ONEADVANCED RIGHT TO TERMINATE, SUSPEND OR LIMIT ACCESS/USE OneAdvanced may terminate, suspend or otherwise limit Customer's and/or Authorised Users' access to or use of the AI Features without liability if OneAdvanced has reason to believe that Customer's and/or Authorised Users' use of the AI Features violates any of these AI Terms, including but not limited to, any restrictions set forth at clause 2 above.

12. SURVIVAL In addition to those sections noted in the Agreement, the sections in these AI Terms titled "Restrictions on Use of AI Features" "Customer Obligations", "AI Features Development and Improvement," "Intellectual Property", "Infringement by AI Customer Outputs" and "Disclaimer," and will survive any termination or expiration of these AI Terms or the Agreement.

13. ORDER OF PRECEDENCE The terms and conditions set out in these AI Terms exclusively govern and control the respective rights and obligations of the Parties regarding AI Features. In the event of any conflict or inconsistency between the provisions of the Agreement and these AI Terms, these AI Terms shall prevail.

SCHEDULE 6 - ONEADVANCED AI TERMS

These terms ("**AI Terms**") apply to artificial intelligence features and technologies provided with OneAdvanced AI. These AI Terms are incorporated into the OneAdvanced Standard Terms by reference ("**Agreement**"). All capitalised terms not defined in these AI Terms have the meanings given in the Agreement.

1. DEFINITIONS

"AI Customer Input" means any data, materials, or content provided by Customer for processing by AI Features.

"AI Customer Output" means any data, materials, or content generated by AI Features in response to AI Customer Input.

"AI Feature" means any component of the Subscription Services that employs AI Technology, including but not limited to Generative AI, Retrieval-Augmented Generation/RAG, AI Agents or Agentic AI.

"AI Technology" includes all machine learning and artificial intelligence models, tools and software implementations used within AI Features.

"Customer Data" includes all AI Customer Inputs, AI Customer Outputs, usage data, aggregated statistics, and any other data provided by Customer. **"Sub-Processors"** means any OneAdvanced sub-processor that processes any data in connection with the AI Features, as listed on OneAdvanced's website and available here.

2. RESTRICTIONS ON USE OF AI FEATURES

2.1 Customer will use AI Technology responsibly, safely, and in a legally compliant manner**.** Without limiting any restrictions on use of the Service in the Agreement, Customer and its Authorised Users shall not and shall not permit anyone else to:

a) use the AI Features or any AI Customer Output to infringe any Third-Party rights, including intellectual property rights or privacy rights;
b) use the AI Features or any AI Customer Output except in compliance with applicable laws and in compliance with the Agreement, including these AI Terms;
c) use the AI Features or any AI Customer Output to develop, train or improve any AI or ML models (separate from authorised use of the Service under the Agreement), including to develop, train or improve a similar or competing product or service;
d) use web scraping, web harvesting, or web data extraction methods to extract data from AI Technology or AI Customer Output.
e) use the AI Features or any AI Customer Output to discover any underlying components of the models, algorithms, and systems, or otherwise attempt to reverse engineer or duplicate the AI Features, including by exfiltrating the weights of models;
f) represent any AI Customer Output as being approved or vetted by OneAdvanced;
g) represent any AI Customer Output as being an original work or wholly human-generated work;
h) use the AI Features for automated decision-making that has legal or similarly significant effects on individuals, unless it does so with adequate human review and in compliance with applicable laws;
i) use the AI Features for purposes or with effects that are discriminatory, harassing, harmful or unethical; or
j) attempt to access or use any AI endpoints, including but not limited to, direct API calls, unauthorised integrations, or any other means of accessing the AI Features, except as prescribed by OneAdvanced.

2.2 Customer will not circumvent, or bypass protective measures made available by OneAdvanced or a Third-Party, including, but not limited to, those intended to help prevent copyright infringement, data breaches, or security incidents.

2.3 Customer will comply with Acceptable Use Policy and Fair Usage Policy

3. CUSTOMERS OBLIGATIONS

3.1 Customer is responsible for any AI Customer Inputs that Customer or Authorised Users upload or submit to the AI Features, including any text, images, or other content.

3.2 Customer is responsible for its receipt, review and use of any AI Customer Outputs, including any responses, suggestions, formula, or any other content generated by the AI Features based on AI Customer Input. Customer will assess any AI Customer Output (including by code scanning, security scanning, human review, and human oversight and correction) before using or relying on the AI Customer Output for any purpose.

3.3 Customer acknowledges that AI Technology consists of emerging technologies, and, given the nature of such technologies, their use may result in incorrect, biased, unfair, or inaccurate AI Customer Output and/or AI Customer Output that may be unreal or untruthful in relation to certain sources.

3.4 Given the clauses 3.1 – 3.3 above, Customer is responsible for determining whether the following are required: (i) implementation of human oversight of any AI Customer Output; (ii) meaningful human control over decisions informed by AI Technology; and (iii) evaluating AI Customer Output for accuracy, harm, and appropriateness for the specific use case. For more information, please refer to the Acceptable Use Policy.

4. INTELLECTUAL PROPERTY

4.1 **AI Customer Inputs.** Except for OneAdvanced's express rights in the Agreement, as between the Parties, Customer retains all intellectual property and other rights in AI Customer Inputs

4.2 **AI Customer Outputs.** Customer acknowledges and agrees that (i) AI Customer Output will not qualify for intellectual property protection as it is not created solely and independently by the Customer; (ii) similar or the same AI Customer Output may be produced by AI Technology to similar requests from different customers and OneAdvanced provides no guarantee of uniqueness or exclusivity, (iii) Customers have a non-exclusive, non-transferable right to use AI Customers Outputs for their internal business purposes, subject to the Agreement and (iv) Customer's rights to AI Customer Output may not be enforceable against other users of AI Technology. Customer's ownership in AI Customer Output is subject to OneAdvanced's and/or its licensor's ownership rights in the Service, OneAdvanced Materials, and data used to train AI Technology ("**Pre-Existing Materials**"). Customer is granted a right to use, and only will use, Pre-Existing Materials in Output to the same extent as Customer is permitted to use the Service. OneAdvanced's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technology, but not to the AI Customer Output.

4.3 **AI Features and AI Technology.** As between Customer and OneAdvanced, OneAdvanced retains all ownership in and to the AI Features and AI Technology, including but not limited to all algorithms or models and aggregated results of developing the AI Features and AI Technology.

5. AI FEATURES DEVELOPMENT AND IMPROVEMENT

5.1 OneAdvanced does not commit to the use of specific AI models even if Customer may be able to choose between different AI models when using the Services. OneAdvanced reserves the right to modify, enhance, replace, or discontinue any AI Features or AI models at its sole discretion, without obligation to notify or obtain consent from the Customer, provided

that such changes do not materially degrade the core functionality of the Service.

6. MONITORING

6.1 Customer acknowledges and agrees that OneAdvanced and its Sub-Processors have the right to monitor and analyse Customer's use of AI Features to detect security risks, policy violations, or unlawful activities.

6.2 OneAdvanced reserves the right to update security measures to respond to evolving threats and improve overall security posture, provided that such updates do not materially reduce the level of protection afforded to Customer Data.

7. INFRINGEMENT BY AI CUSTOMER OUTPUTS

7.1 AI Customer Outputs are provided "as-is" without warranty or guarantee of accuracy, legality, originality, or fitness for a particular purpose. Customer acknowledges that it is solely responsible for independently reviewing, verifying, and validating any AI Customer Outputs before use or reliance, including for compliance with applicable laws, internal policies, and risk assessments. To the fullest extent permitted by law, OneAdvanced shall not be liable for any loss, claim, damage, or liability arising from or related to Customer's reliance on AI Customer Outputs, including but not limited to intellectual property claims, data inaccuracies, or business disruptions.

8. RISKS AND LIMITATIONS

8.1 By using OneAdvanced's AI Technology, Customer acknowledges that:

8.1.1 Artificial intelligence and machine learning technologies have known and unknown risks and limitations;

8.1.2 AI-related laws, regulations, and industry standards continue to evolve, and Customer is solely responsible for ensuring its use of AI Features complies with all applicable legal, regulatory, and ethical requirements relevant to its industry, jurisdiction, and use case;

8.1.3 it is solely responsible for developing its own internal policies regarding the appropriate use of these technologies and training the Authorised Users.

8.1.4 OneAdvanced is not responsible for any inaccuracies, incompleteness, or errors in AI Customer Output;

8.1.5 OneAdvanced is not responsible for any biases or limitations of the underlying algorithms or data; and

8.1.6 OneAdvanced is not responsible for any AI Customer Output that you may find harmful, offensive, or otherwise unsuitable for its intended use.

8.2 If Customers encounter any AI Customer Output that is harmful, offensive, or not appropriate, Customers should raise a support ticket in order for OneAdvanced to iterate and improve the AI Features.

9. DISCLAIMER. AI CUSTOMER OUTPUTS ARE GENERATED THROUGH MACHINE LEARNING PROCESSES AND ARE NOT TESTED, VERIFIED, ENDORSED OR GUARANTEED TO BE ACCURATE, COMPLETE OR CURRENT BY ONEADVANCED. CUSTOMER AND ITS AUTHORISED USERS SHOULD INDEPENDENTLY REVIEW AND VERIFY ALL OUTPUTS AS TO APPROPRIATENESS FOR ANY OR ALL CUSTOMER USE CASES OR APPLICATIONS. THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THE AGREEMENT FOR THE SERVICE APPLY TO ALL ONEADVANCED AI FEATURES.

10. THIRD-PARTY SUPPLIERS Customer agrees to abide by any Third-Party terms and conditions relating to the AI Features.

11. ONEADVANCED RIGHT TO TERMINATE, SUSPEND OR LIMIT ACCESS/USE OneAdvanced may terminate, suspend or otherwise limit Customer's and/or Authorised Users' access to or use of the AI Features without liability if OneAdvanced has reason to believe that Customer's and/or Authorised Users' use of the AI Features violates any of these AI Terms , including but not limited to, any restrictions set forth at clause 2 above.

12. SURVIVAL In addition to those sections noted in the Agreement, the sections in these AI Terms titled "Restrictions on Use of AI Features" "Customer Obligations", "AI Features Development and Improvement," "Intellectual Property", "Infringement by AI Customer Outputs" and "Disclaimer," will survive any termination or expiration of these AI Terms or the Agreement.

13. ORDER OF PRECEDENCE The terms and conditions set out in these AI Terms exclusively govern and control the respective rights and obligations of the Parties regarding AI Features. In the event of any conflict or inconsistency between the provisions of the Agreement and these AI Terms, these AI Terms shall prevail.

SCHEDULE 7 – DORA (CRITICAL)

1. Background

1.1. Due to the EU's adoption of Regulation (EU) 2022/2554 on digital operational resilience for the financial sector 1 that also complies with the rules promulgated by the Bank of England, the Prudential Regulation Authority (PRA) and the Financial Conduct Authority (FCA) with respect to 'Operational resilience: Critical third parties to the UK financial sector' in PS 16/24 pursuant to the Financial Services and Markets Act 2023 ("**DORA**") in-scope financial institutions are obliged to ensure their agreements with suppliers regarding the provision of ICT Services meet the requirements included in DORA.

1.2. The Agreement constitutes provision of an ICT Service according to DORA and it is therefore necessary to make certain amendments required to comply with DORA. The Parties have agreed upon this Schedule which covers the supply of critical or important services to the Customer.

2. Regulatory compliance

2.1. The Parties are aware that further requirements deriving from DORA might be imposed by regulatory technical standards and implementing technical standards as well as national regulations or Customer's internal risk management framework and agree to review whether further changes will become necessary to ensure compliance with DORA.

3. Definitions

The following definitions will apply in this Schedule 6. All other capitalised terms shall have the meaning given to them in Schedule 1.

3.1. "**Customer Data**" means any documentation, IPRs, materials, data or other information supplied by Customer to OneAdvanced in relation to the provision or receipt of the Services.

3.2. **"ICT-related incident"** means any event compromising the availability, authenticity, integrity or confidentiality of stored, transmitted or processed data or of the related services offered by, or accessible via, network and information systems.

3.3. '**ICT third-party risk**' means an ICT risk that may arise for Customer in relation to its use of the Services provided by OneAdvanced;

3.4. **"ICT Services"** means OneAdvanced's generally available Services accessed via a remote network, inclusive of any applicable on-premises components, and Updates.

3.5. "**Regulatory Authority**" means any authority, agency or other body with regulatory jurisdiction over Customer or any business conducted by Customer from time to time, including, but not limited to, Financial Supervisory Authorities, Resolution Authority, Relevant Competition Authorities, and Data Protection Authorities.

4. The Service

4.1. OneAdvanced shall provide to Customer the service(s) as Described in the Agreement which include ICT Services (the "**Services**").

5. Cooperation with authorities

5.1. OneAdvanced shall fully cooperate with all Regulatory Authorities, whether such Regulatory Authorities are supervising Customer, and irrespective if such Regulatory Authorities are based in another jurisdiction than OneAdvanced.

5.2. All requests or enquiries from Regulatory Authorities regarding the Services or otherwise directly or indirectly related to Customer's business shall be directed to Customer without undue delay unless OneAdvanced is legally prevented from doing so.

6. Sub-contractors

6.1. OneAdvanced may use sub-contractors to carry out parts of the Services and where they process Personal Data this will be done in accordance with clause 5 of its Data Protection Schedule.

7. Data locations

7.1 Where OneAdvanced will have access to Customer Data, and if relevant its sub-contractors, they shall only provide the Services from the locations specified in and in accordance with clause 5 of its Data Protection Schedule.

8. Availability of data

8.1. Customer Data shall be available to Customer, in accordance with the terms of the Agreement and during the term of the Agreement.

8.2. In the event of the insolvency, resolution or discontinuation of the business operations of OneAdvanced, or in the event of the termination of the Agreement in line with DORA Article 30(2)(d), OneAdvanced shall, , provide access to and/or at Customer's sole discretion furnish all Customer Data to Customer in an easily accessible format.

9. Confidentiality and Security

9.1. For the avoidance of doubt, confidentiality shall apply to all Customer Data. Security (physical, IT and information security) is a highly important part of the Services to be provided. OneAdvanced shall in this regard undertake all appropriate information security measures to protect the confidentiality, integrity and availability of the Services including Customer Data, whether at rest, in use or in transit, in accordance with Good Industry Practice.

9.2. The Services shall at all times satisfy the requirements detailed in OneAdvanced security measures available here

9.3. If Customer requires that enhanced or supplementary security measures shall be taken, the Parties shall in good faith discuss such security measures and where practicable implement such security measures.

10. Testing and security awareness programmes

10.1. OneAdvanced shall provide digital operational resilience training as reasonably required to its staff.

10.2. OneAdvanced shall consider participation in the Customer's ICT security awareness programmes and digital operational resilience training in accordance with Article 13(6) upon written request from the Customer.

[1] Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011.

10.3. Where the Services are supporting critical or important functions as defined by Article 3(22) of DORA, OneAdvanced shall**,** for a reasonable charge to be advised by OneAdvanced depending on the requirements of the Customer participate and fully cooperate where practicable with the Customer when it is carrying out a threat-led penetration testing ("**TLPT**"). The Customer will take the necessary measures and safeguards to ensure the participation of OneAdvanced in the TLPT and shall retain at all times full responsibility for ensuring compliance with DORA when carrying out a TLPT.

11. Information-sharing arrangements

11. Subject to any confidentiality or similar obligations under the Agreement, OneAdvanced agrees that Customer shall be entitled to participate fully in any information-sharing arrangements as set out in Article 45 of DORA, and share information provided to Customer from OneAdvanced to other third parties to the extent necessary for effective participation in the information-sharing arrangements. Such information shall be shared with suitable safeguards implemented to protect such information in accordance with Article 45 DORA. OneAdvanced may participate in such information-sharing arrangements (e.g. by partaking in individual meetings or discussions) to the extent decided in its sole discretion.

12. Service quality and service levels

12.1. OneAdvanced shall at all times provide the Services in accordance with the Agreement.

12.2. In the event of any ICT-related incident, OneAdvanced shall provide assistance to the Customer at no additional cost or at a cost that is determined before such an event. OneAdvanced shall without undue delay investigate the cause of the ICT-related incident and take such measures as may reasonably be required to prevent the ICT-related incident from recurring.

12.3. The Services shall be provided in accordance with the service levels agreed between the Parties.

12.4. Where there are any developments that might have a material impact on OneAdvanced's ability to effectively provide the Services supporting critical or important functions in line with agreed service levels, OneAdvanced will notify Customer as soon as reasonably practicable.

13. Continuity

13.1 OneAdvanced shall maintain commercially reasonable and adequate plans for re-establishing operations after unforeseen events, for periodic testing of backup procedures as well as disaster recovery and crisis management (business continuity) pertaining to the Services. OneAdvanced shall on Customer's request present the applicable business continuity plans. OneAdvanced shall regularly test such plans regarding the Services.

14. Reporting and monitoring

14.1. OneAdvanced shall monitor the Services on an ongoing basis in order to ensure that the Services are performed efficiently and in accordance with the Agreement.

14.2. The Customer may monitor, on an ongoing basis, OneAdvanced's performance, including the following:

14.2.1 unrestricted rights of access, inspection and audit by the Customer, or an appointed third party, and by the competent authority, and the right to take copies of relevant documentation on-site if they are critical to the operations of OneAdvanced;

the right to agree on alternative assurance levels if other customers' rights are affected;

14.2.2 the obligation of OneAdvanced to fully cooperate during the onsite inspections and audits performed by the competent authorities, the Customer or an appointed third party; and

14.2.3 the obligation to provide details on the scope, procedures to be followed and frequency of such inspections and audits.

15. Exit Strategy

15.1. The Parties agree that upon termination of the Agreement, the parties shall establish a mandatory adequate transition period:

15.1.2 during which OneAdvanced will, at the then current pro-rated rate of the Services continue providing the Services, with a view to reducing the risk of disruption to the Customer or to enable it to be restructured or wound-up as required;

15.1.3 allowing the Customer to migrate to another ICT third-party service provider or change to in-house solutions consistent with the complexity of the Services.

16. Termination

The Agreement may be terminated by the Customer in any of the following circumstances:

16.1. significant breach by OneAdvanced of applicable laws, regulations or contractual terms;

16.2. circumstances identified throughout the monitoring of ICT third-party risk that are deemed capable of altering the performance of the functions provided through the Agreement, including material changes that affect the arrangement or the situation of OneAdvanced;

16.3. OneAdvanced's evidenced weaknesses pertaining to its overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and, confidentiality, of data, whether personal or otherwise sensitive data, or non-personal data;

16.4. where the competent authority can no longer effectively supervise the Customer as a result of the conditions of, or circumstances related to, the Agreement.

SCHEDULE 7 – DORA
(NON-CRITICAL)

1. Background

1.1. Due to the EU's adoption of Regulation (EU) 2022/2554 on digital operational resilience for the financial sector1 that also complies with the rules promulgated by the Bank of England, the Prudential Regulation Authority (PRA) and the Financial Conduct Authority (FCA) with respect to 'Operational resilience: Critical third parties to the UK financial sector' in PS 16/24 pursuant to the Financial Services and Markets Act 2023 ("**DORA**") in-scope financial institutions are obliged to ensure their agreements with suppliers regarding the provision of ICT Services meet the requirements included in DORA.

1.2. The Agreement constitutes provision of an ICT Service according to DORA and it is therefore necessary to make certain amendments required to comply with DORA. The Parties have agreed upon this Schedule which covers the supply of non-critical or important services to the Customer.

2. Regulatory compliance

2.1. The Parties are aware that further requirements deriving from DORA might be imposed by regulatory technical standards and implementing technical standards as well as national regulations or Customer's internal risk management framework and agree to review whether further changes will become necessary to ensure compliance with DORA.

3. Definitions

The following definitions will apply in this Schedule 6. All other capitalised terms shall have the meaning given to them in Schedule 1.

3.1. "**Customer Data**" means any documentation, IPRs, materials, data or other information supplied by Customer to OneAdvanced in relation to the provision or receipt of the Services.

3.2. **"ICT-related incident"** means any event compromising the availability, authenticity, integrity or confidentiality of stored, transmitted or processed data or of the related services offered by, or accessible via, network and information systems.

3.3. '**ICT third-party risk**' means an ICT risk that may arise for Customer in relation to its use of the Services provided by OneAdvancedOneAdvanced;

3.4. "**ICT Services**" means OneAdvanced's generally available Services accessed via a remote network, inclusive of any applicable on-premises components, and Updates.

3.5. "**Regulatory Authority**" means any authority, agency or other body with regulatory jurisdiction over Customer or any business conducted by Customer from time to time, including, but not limited to, Financial Supervisory Authorities, Resolution Authority, Relevant Competition Authorities, and Data Protection Authorities.

4. The Service

4.1. OneAdvanced shall provide to Customer the service(s) as described in the Agreement which include ICT Services (the "**Services**").

5. Cooperation with authorities

5.1. OneAdvanced shall fully cooperate with all Regulatory Authorities, whether such Regulatory Authorities are supervising Customer, and irrespective if such Regulatory Authorities are based in another jurisdiction than OneAdvanced.

5.2. All requests or enquiries from Regulatory Authorities regarding the Services or otherwise directly or indirectly related to Customer's business shall be directed to Customer without undue delay unless OneAdvanced is legally prevented from doing so.

6. Sub-contractors

6.1. OneAdvanced may use sub-contractors to carry out parts of the Services and where they process Personal Data this will be done in accordance with clause 5 of its Data Protection Schedule.

7. Data locations

Where OneAdvanced will have access to Customer Data, and if relevant its sub-contractors, they shall only provide the Services from the locations specified in and in accordance with clause 5 of its Data Protection Schedule.

8. Availability of data

8.1. Customer Data shall be available to Customer, in accordance with the terms of the Agreement and during the term of the Agreement.

8.2. In the event of the insolvency, resolution or discontinuation of the business operations of OneAdvanced, or in the event of the termination of the Agreement in line with DORA Article 30(2)(d), OneAdvanced shall, provide access to and/or at Customer's sole discretion furnish all Customer Data to Customer in an easily accessible format.

9. Confidentiality and Security

9.1. For the avoidance of doubt, confidentiality shall apply to all Customer Data. Security (physical, IT and information security) is a highly important part of the Services to be provided. OneAdvanced shall in this regard undertake all appropriate information security measures to protect the confidentiality, integrity and availability of the Services including Customer Data, whether at rest, in use or in transit, in accordance with Good Industry Practice.

9.2. The Services shall at all times satisfy the requirements detailed in OneAdvanced security measures available here

9.3. If Customer requires that enhanced or supplementary security measures shall be taken, the Parties shall in good faith discuss such security measures and where practicable implement such security measures.

[1] Regulation (EU) 2022/2554 of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011.

10. Testing and security awareness programmes

10.1. OneAdvanced shall provide digital operational resilience training as reasonably required to its staff.

10.2. OneAdvanced shall consider participation in the Customer's ICT security awareness programmes and digital operational resilience training in accordance with Article 13(6) upon written request from the Customer.

11. Information-sharing arrangements

Subject to any confidentiality or similar obligations under the Agreement, OneAdvanced agrees that Customer shall be entitled to participate fully in any information-sharing arrangements as set out in Article 45 of DORA, and share information provided to Customer from OneAdvanced to other third parties to the extent necessary for effective participation in the information-sharing arrangements. Such information shall be shared with suitable safeguards implemented to protect such information in accordance with Article 45 DORA. OneAdvanced may participate in such information-sharing arrangements (e.g. by partaking in individual meetings or discussions) to the extent decided in its sole discretion.

12. Service quality and service levels

12.1. OneAdvanced shall at all times provide the Services in accordance with the Agreement.

12.2. In the event of any ICT-related incident, OneAdvanced shall provide assistance to the Customer at no additional cost or at a cost that is determined before such an event. OneAdvanced shall without undue delay investigate the cause of the ICT-related incident and take such measures as may reasonably be required to prevent the ICT-related incident from recurring.

12.3. The Services shall be provided in accordance with the service levels agreed between the Parties.

13. Continuity

OneAdvanced shall maintain commercially reasonable and adequate plans for re-establishing operations after unforeseen events, for periodic testing of backup procedures as well as disaster recovery and crisis management (business continuity) pertaining to the Services. OneAdvanced shall on Customer's request present the applicable business continuity plans. OneAdvanced shall regularly test such plans regarding the Services.

14. Reporting and monitoring

OneAdvanced shall monitor the Services on an ongoing basis in order to ensure that the Services are performed efficiently and in accordance with the Agreement.

15. Termination

The Agreement may be terminated by the Customer in any of the following circumstances:

15.1. significant breach by OneAdvanced of applicable laws, regulations or contractual terms;

15.2. circumstances identified throughout the monitoring of ICT third-party risk that are deemed capable of altering the performance of the functions provided through the Agreement, including material changes that affect the arrangement or the situation of OneAdvanced;

15.3. Supplier's evidenced weaknesses pertaining to its overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and, confidentiality, of data, whether personal or otherwise sensitive data, or non-personal data;

where the competent authority can no longer effectively supervise the Customer as a result of the conditions of, or circumstances related to, the Agreement.