

ELFS ASK AP PREMIUM SERVICE TERMS OF USE

1. The Agreement

Subject to execution, this Service Order sets forth the Services, the Duration and the Fees, agreed between the Parties ("Supplier and "Client"), as "the Agreement".

2. The Supplier

Supplier

REGISTERED COMPANY NAME	BRIGHTMAST LIMITED
REGISTERED COMPANY NO.	UK Reg. Co. 12203428
REGISTERED ADDRESS	St Annes House Suite 5, 1 Old Market Place, Knutsford, England, WA16 6PD

3. Services and Fees – The figures below are in GBP (£)

Service	Notes	Units	Cost/Unit	Total ex VAT
ELFS ASK AP	Access to Premium Service	1	£349	£349 +vat

3.1. Supplier Access Charge

- 3.1.1. The right to use the service is billed annually in advance and is non-refundable.
- 3.1.2. The fee gives an unlimited right to use for as many users who wish to register and who are employees, agents or contractors of the Client
- 3.1.3. No ownership of the software is included
- 3.1.4. The service is automatically renewed annually
- 3.1.5. The service can be enhanced at any time without notice to the client

4. General Terms

- 4.1. Any person or business in receipt of products or services is, for the purpose of this agreement, "Client".
- 4.2. All Service Orders are subject to acceptance by Supplier in its sole discretion.
- 4.3. The Service Order, the Terms of Service and any documents or links referenced are sometimes referred to collectively as the "Agreement".
- 4.4. Any relationship between Supplier and Client, including provision of the Services, shall be governed by the terms stated in this Service Order.
- 4.5. Client agrees to pay the Fees for the Services in accordance with the Payment Terms.
- 4.6. Additional services can be delivered under this agreement. For the avoidance of doubt, additional Services should be confirmed by the Authorised Representative of Client, in writing, by email. Upon receipt of a written confirmation for Services, Supplier will provide the additional Services and the additional Fees will be chargeable.

5. Duration of the Services:

- 5.1. Minimum Term Contract ("MTC"): is 12 months
- 5.2. Subject to completion of the MTC, one months' notice of termination may be provided in writing by either party, at any time.
- 5.3. The Services shall commence immediately payment is made and will continue on a rolling annual basis until termination is provided in accordance with 5.2.
- 5.4. After the 3 month "On Ice" period, in the event Services have not restarted, all data may be deleted without notice and no further Services may be delivered under this Service Order.

6. Payment Methods and Terms:

- 6.1. Client acknowledges and will adhere to one of the following payment method options:
 - 6.1.1. Credit/Debit Card – annual payment.
 - 6.1.2. Bank Transfer following purchase order - annual invoice only.
- 6.2. Client acknowledges invoice payable within 7 days of invoice date, by bank transfer, credit or debit card prior to access to the system.
- 6.3. Direct Debit or Credit/Debit card payments can be processed directly on the system.
- 6.4. It is Clients' responsibility to ensure that all required PO numbers and values are provided prior to invoice issue dates.
- 6.5. All pricing subject to VAT at the applicable rate.

7. Scope, Availability and Modifications

7.1 Scope of The Service is intended to enable enquiry and communication between the ELFS ASK AP system and the Client to aid the Clients Accounts Receivables department

7.2 Availability of Service. Client acknowledges and agrees that the availability of the Service is subject to the availability of connection services and functions to and within the Internet and that the Internet is not fault-tolerant. Accordingly, Supplier shall not have any liability for any breach of any representation, warranty or covenant of this Agreement that arises out of or relates to the unavailability of such connection services and other network functions for whatever reason.

7.2 The Client shall address any issues arising from any transaction, agreement or arrangement concluded between the Supplier and any Buyers using the Service exclusively with the relevant Buyer and shall not hold Supplier responsible or liable in any way for the actions or omissions of any Buyers.

8. Title to Technology

All Intellectual Property Rights pertaining to the Supplier and the ELFS ASK AP Service, in whole or in part, shall be, vest with and remain the exclusive property of the Supplier and its third-party licensors. The Client shall not on its' own behalf or on behalf of any third party violate the Suppliers's Intellectual Property Rights.

9. Data Protection

To the extent the Supplier processes any Personal Data as a result of providing the Service, the Client agrees that Supplier does so as Data Processor and Data Controller and in relation to such Personal Data:

- (i) Supplier will process such Personal Data for the sole purpose of providing the Service in accordance with The terms of this Agreement and any lawful written instructions reasonably given to Supplier by Client from time to time, and
- (ii) Client will have in place appropriate technical and organisational security measures against unauthorised use of the system.

For the purposes of this Agreement, the terms "Personal Data", "Data Processor" and "Data Controller" shall have the same meaning as set out in the Data Protection Act 1998.

10. Acceptable Use

Acceptable Use Policy: any acceptable use policy relating to the use of the Cognitive Services, made available by the Supplier at <https://www.brightmast.com/hubfs/Resources/Brightmast-Cognitive-Platform-AU-Policy-0191031.pdf> from time to time.

11. Governing Law

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.