SOFTWARE LICENCE AND SERVICE TERMS & CONDITIONS

Software: Audix500
Version / Effective date: October 2026

1. **Acceptance and application**
   These Terms form part of the agreement between the Supplier and the business customer purchasing or subscribing to the Software ("Customer"). The person accepting these Terms on behalf of the Customer confirms that they are authorised to bind the Customer. Following acceptance, these Terms govern the Customer's use of the Software and associated services.

2. **Licence and permitted use**
   The Customer receives a limited, non-exclusive, non-transferable right to use the Software within the company and user limits specified in its order. The Customer must not resell, share or sublicense access, circumvent licence controls, or copy or modify the Software except as permitted by applicable law or the Supplier in writing.

3. **Authorised users and security**
   The Customer is responsible for managing its authorised users, assigning appropriate permissions, protecting access credentials and securing devices and networks under its control. Suspected unauthorised access must be reported to the Supplier promptly.

4. **Customer data and ownership**
   The Customer retains ownership of its data and is responsible for its accuracy, legality and authorised collection and use. The Supplier may access and process that data only as necessary to provide the agreed services or as otherwise lawfully authorised.

5. **Accounting and tax responsibilities**
   The Software assists with accounting and business administration. It does not replace professional accounting, tax or legal advice. The Customer must review calculations, reports, returns and submissions before relying upon or submitting them, and remains responsible for its statutory records and filing obligations.

6. **Backups — customer-managed installations**
   Where the Software and data are stored on infrastructure managed by the Customer, the Customer must maintain regular independent backups, protect backup copies and test restoration. A current, verified backup must be taken before upgrades, imports, migrations or other material changes.

7. **Backups — Supplier-hosted services**
   Where the Supplier provides hosting or managed backups, backup frequency, retention, recovery targets and restoration services shall be specified in the applicable Service Schedule. The Supplier shall perform those agreed obligations. The Customer must retain any independent exports or backups required by that Schedule. Recovery may be limited to the latest usable backup; recovery of every transaction cannot be guaranteed.

8. **Data loss and corruption**
   To the extent permitted by applicable law, the Supplier shall not be liable for loss or corruption of data to the

extent caused by Customer misuse, incorrect imports, unauthorised changes, compromised credentials for which the Customer is responsible, or failure to perform the Customer's agreed backup obligations. This clause does not remove the Supplier's own agreed security, backup or recovery obligations.

9. **Availability and maintenance**
   The Supplier shall provide the Software and services with reasonable care and skill. Uninterrupted or error-free operation cannot be guaranteed. Maintenance, updates and incident recovery may cause temporary interruptions. Any agreed availability commitments are set out in the Service Schedule.

10. **Third-party systems and services**
    Integrations, internet connections and third-party products may affect operation. The Supplier is not responsible for systems selected and controlled by the Customer. Responsibility for hosting providers and other subcontractors engaged by the Supplier remains subject to the Supplier's contractual and legal obligations.

11. **Support and incident reporting**
    Support scope, operating hours and charges are specified in the Customer's order or Service Schedule. The Customer must report suspected errors or data corruption promptly, provide reasonable diagnostic information and take reasonable steps to prevent further loss.

12. **Limitation of liability**
    Subject to clause 14 and to the extent permitted by applicable law, the Supplier's aggregate liability arising out of or in connection with the agreement, including loss or corruption of data and reasonable restoration costs, shall not exceed the fees paid or payable for the affected Software and services during the twelve months preceding the event giving rise to the claim.

13. **Excluded losses**
    Subject to clause 14 and to the extent permitted by applicable law, the Supplier shall not be liable for indirect or consequential losses, or loss of profit, revenue, business opportunity or anticipated savings.

14. **Legal exceptions**
    Nothing in these Terms excludes or limits liability for fraud, wilful misconduct, gross negligence or any liability that cannot lawfully be excluded or limited. These Terms do not restrict individuals' statutory rights under applicable data protection law.

15. **Data protection and confidentiality**
    Each party shall comply with its applicable data protection obligations and protect confidential information. Where the Supplier processes personal data on the Customer's behalf, the applicable Data Processing Agreement forms part of the agreement.

16. **Fees, renewal and suspension**
    Fees, payment dates, renewal arrangements and cancellation notice periods are specified in the Customer's order. The Supplier may suspend access for material non-payment or misuse after appropriate notice and an opportunity to remedy, except where urgent suspension is reasonably necessary for security or legal reasons.

17. **Termination, export and deletion**
    On termination, the Customer's licence ends. The Service Schedule shall specify the period and method for exporting hosted data, any assistance charges, and the deletion timetable, including backup retention. The Customer remains responsible for retaining records required by law.

18. **Changes to these Terms**
    Changes shall be notified to the Customer before taking effect. Material changes require acceptance or shall apply at renewal in accordance with the agreement and applicable law. Changes shall not apply retrospectively to existing claims.

19. **Governing law**
    The agreement is governed by Maltese law. Disputes shall be subject to the jurisdiction of the Maltese courts, subject to any mandatory applicable law.

20. **Contact**
    Questions, support requests and incident reports should be directed to Audix.

21. **Storage Allowance and Additional Charges**
Unless otherwise agreed in writing, each client's subscription includes a total storage allowance of 10 GB across all companies held under that subscription. Audix reserves the right to apply additional monthly charges where usage exceeds this allowance. The client will be notified in advance of the applicable rate and commencement date. Additional storage charges are payable separately from the annual subscription.

22. **Annual Payment and Refunds**
Subscriptions are payable annually in advance for a period of twelve (12) months. Once the subscription has been activated, payments are non-refundable, whether in full or in part, including where the client cancels or stops using the software before the subscription period expires, except where a refund is required by applicable law or expressly agreed in writing by Audix.

23. **Price Changes**
Audix reserves the right to revise its prices. Published prices for new subscriptions may change without notice. For existing subscriptions, changes to the annual subscription price will take effect at the next renewal, with at least thirty (30) days' written notice. Clients may choose not to renew at the revised price. Additional storage charges are governed by Clause 1.