

Kolleno T&Cs

Updated as of 16 September 2026

Terms and conditions

1. Introduction

1.1. These terms and conditions (the "Agreement") govern your access to and use of the Services (as defined below).

1.2. You agree to the terms of this Agreement by accepting them by means of an Order Form or otherwise or by accessing or using the Services.

1.3. We may amend this Agreement from time to time.

1.3.1. Where an amendment is required to comply with applicable law or regulation, relates to a new feature or Added Option which you are not obliged to use, or does not materially and adversely affect your rights under this Agreement, the amended Agreement will take effect on publication at www.kolleno.com and we will notify you by email or through the Platform.

1.3.2. In any other case we will give you at least 30 days' prior written notice and the amendment will take effect at the end of that period. Where the amendment materially and adversely affects your rights, you may object in writing within 30 days of our notice, in which case the parties will negotiate in good faith for a further 30 days. If no agreement is reached, we will at our option either (a) continue to apply the unamended Agreement to you for the remainder of the then-current Term, or (b) permit you to terminate this Agreement on written notice, in which case we will refund Fees prepaid in respect of Services not delivered as at the date of termination.

1.3.3. This clause 1.3 does not apply to the Data Processing Addendum, which may only be amended in accordance with its own terms.

1.4. In this Agreement "we", "Kolleno", "our" and "us" means the Kolleno contracting entity identified in the Order Form, being:

1.4.1. Kolleno Limited, registered in England and Wales under company number 12755717, whose registered office is at International House, 36-38 Cornhill, London, England, EC3V 3NG ("Kolleno UK"), where your principal place of business is outside the United States and Canada; or

1.4.2. Kolleno Limited US, whose registered office is at 605 Geddes Street, Wilmington, Delaware 19805, United States ("Kolleno US"), where your principal place of business is in the United States or Canada.

Where the Order Form does not identify a contracting entity, Kolleno UK is the contracting entity. Each entity contracts on its own behalf only and neither is liable for the obligations of the other.

1.5. This Agreement may apply to you individually, your employer or another legal entity you represent, or both. If you are using the Services on behalf of your employer or another legal entity, you hereby represent and warrant that you have full legal authority to bind your employer or such other legal entity (as applicable) to enter into this Agreement on behalf of such entity. If you do not have such authority, are under 18 years of age, or do not agree to the terms set forth in this Agreement, you must not use the Services. Your use of the Services requires your acceptance of the terms of this Agreement as they may be amended from time to time, including the policies and documents incorporated by reference herein as further described below.

1.6. By accessing, registering for or using the Services, you:

1.6.1. acknowledge that you have read and understand the terms of this Agreement;

1.6.2. agree to be bound by them in their entirety; and

1.6.3. are entering into a legally binding agreement with us.

1.7. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be (i) the applicable Order Form and (ii) this Agreement.

1.8. To the extent that we act as the data processor of any personal data of which you are the data controller, the Data Processing Addendum (as available on www.kolleno.com) is hereby incorporated into this Agreement.

1.9. Additionally, our Privacy Policy applies to your use of our website, which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

1.10. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

1.11. The Service Level Agreement available at www.kolleno.com sets out our service availability commitment.

2. Definitions

- 2.1. "Added Option" means any optional product, service, feature or functionality which we make available to you subject to the agreement of additional terms;
- 2.2. "Affiliate" means any entity that controls, is controlled by, or is under common control with a party. For the purposes of this definition, "control" means ownership or control of more than 50% of the voting rights or equity interests of an entity;
- 2.3. "Aggregated Data" means data and analyses derived from your use of the Services which are aggregated and de-identified such that they do not identify you, any User or any individual;
- 2.4. "AI Agent" means any artificial intelligence, machine learning, automation, workflow, recommendation, or agentic functionality made available by Kolleno as part of the Services.
- 2.5. "Beta Services" means any product, service, feature, or functionality made available to Customer for testing or evaluation and designated as beta, pilot, preview, experimental, early access, or similar.
- 2.6. "Business Day" means a day other than a Saturday, Sunday or federal or national holiday in the applicable jurisdiction;
- 2.7. "Confidential Information" means all non-public information disclosed by one party to the other party that is marked as confidential or would reasonably be considered confidential under the circumstances, including business, technical, commercial, financial, product, customer, operational, and security information.
- 2.8. "Connected Person" means, in relation to a party, any Affiliate of that party and any officer, employee, agent, adviser or representative of that party or any of its Affiliates, in each case, from time to time;
- 2.9. "Documentation" means the user documentation for the Services made available by us at www.kolleno.com or through the Platform, as updated from time to time;
- 2.10. "DPA" means the Data Processing Addendum available at www.kolleno.com;
- 2.11. "Fees" means the fees payable by you for Kolleno's provision of the Services as specified in the Order Form;
- 2.12. "Force Majeure Event" has the meaning given in clause 24;
- 2.13. "Initial Term" has the meaning given in clause 3.2;
- 2.14. "Insolvency Event" means, in relation to a party, that it: (a) suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business; (b) is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of

section 123 of the Insolvency Act 1986; (c) enters into or proposes any composition, assignment or arrangement with its creditors; (d) has a receiver, administrator, administrative receiver or manager appointed over any of its assets, or a notice of intention to appoint one is given; (e) has a resolution passed or an order made for its winding up, dissolution or administration (other than a solvent reorganisation); (f) has a petition presented for its winding up which is not dismissed, withdrawn or stayed within 30 days; or (g) is subject to any analogous event or proceeding in any jurisdiction, including any proceeding under the United States Bankruptcy Code;

2.15. "Intellectual Property Rights" means all patents, rights to inventions, copyright, trademarks, business names, domain names, rights in software, database rights, designs, know-how, trade secrets, confidential information, and all other intellectual property rights, whether registered or unregistered, anywhere in the world;

2.15. "Losses" means all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers;

2.17. "Order Form" means an ordering document executed by Customer and Kolleno that references this Agreement and sets out the Services, Fees, Subscription Allocation, Term, Support, implementation scope, and any other commercial terms;

2.18. "Output" means any report, recommendation, workflow, communication, forecast, insight, message, action, or other output generated by or through the Services, including any output generated by an AI Agent;

2.19. "Personal Data" has the meaning given in the DPA;

2.20. "Platform" means Kolleno's web-based software platform and related applications, modules, tools, integrations, APIs, and functionality;

2.21. "Renewal Term" has the meaning given in clause 3.2;

2.22. "Service Data" means the information and data which Kolleno, at its sole discretion, may make available to you in connection with the Services;

2.23. "Service Level Agreement" or "SLA" means the service level agreement available at www.kolleno.com.

2.24. "Services" means the services and access to the Platform and the Software provided by Kolleno to you under this Agreement as more particularly may be described in the Order Form;

2.25. "Software" means the software applications provided by Kolleno via the Platform or otherwise as part of the Services;

2.26. "Subscription Allocation" means, as applicable, your maximum number of: (i) Users; (ii) invoices to be processed via the Platform; (iii) SMS messages; and/or (iv) integration requests to Kolleno which you are permitted to utilise during the relevant Term of the Services, as specified in an Order Form;

2.27. "Term" means the Initial Term and the Renewal Term;

2.28. "User" means any authorised user who may access the Platform under your subscription for the Term for the purposes of using the Services, as specified in an Order Form;

2.29. "Virus" means anything or device (including any software, code, file or programme) which may:

2.29.1 prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;

2.29.2 prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or

2.29.3 adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices; and

2.30. "Your Data" means the data inputted by you, or Kolleno on your behalf for the purpose of using the Services or facilitating your use of the Services.

3. Provision of Services and Term

3.1. Subject to your compliance with the terms of this Agreement, we will provide you with access to use the Services during the Term solely for your internal business operations, unless otherwise permitted by an Order Form, and in accordance with your Subscription Allocation.

3.2. We provide the Services for the initial term specified in the Order Form or, where the Order Form does not specify one, 24 (twenty-four) months, in each case commencing on and including the date of the Order Form or such other date as the Order Form expressly states (the "Initial Term"). On expiry of the Initial Term this Agreement will renew automatically for successive periods of 12 (twelve) months (each a "Renewal Term") unless either party gives the other written notice of non-renewal at least 90 (ninety) calendar days before the end of the then-current Initial Term or Renewal Term, or unless terminated earlier in accordance with clause 13. Together the Initial Term and any Renewal Terms are the "Term".

3.3. This Agreement will apply to any new services, feature, or functionality which we may introduce from time to time, except to the extent that they are Added Options which may be subject to additional terms to which you will be required to agree and additional fees which you will be required to pay before being permitted to use the Added Options.

4. Your Order and Subscription Allocation

4.1. If you have a paid subscription, your Order Form sets out the Subscription Allocation that you have agreed to purchase.

4.2. You shall ensure that you do not exceed your Subscription Allocation. You may purchase additional Subscription Allocations by notifying us subject to the payment of an additional fee as specified by Kolleno.

4.3. We may track the number of Users and other Subscription Allocation to verify that you are paying for the correct number of subscriptions. Should you exceed your Subscription Allocation, we will notify you and invoice you for any additional fees due at the rates specified in the Order Form or, where none is specified, at our then-current list rates, which you will pay in accordance with the terms of this Agreement.

5. Payment

5.1. In consideration for the provision of Service, You agree to pay us the applicable Fees as set out in the Order Form via DirectDebit or another payment method authorised by Kolleno. You hereby authorise us, either directly or through a third party payment processing company to charge such Fees via your accepted payment method upon due date as specified in the Order Form until the Services are terminated by you or us in accordance with the terms of this Agreement. The fees are non-cancellable and non-refundable.

5.2. We reserve the right not to provide you with the Services until the relevant Fee has been received in full and cleared funds.

5.3. We may change the Fees upon renewal of a Term taking into account, including but not limited to, (i) your previous usage of the Services and (ii) the percentage increase in the Consumer Price Inflation for the preceding 12 (twelve) month-period, provided that we give you written notice at least 90 days' prior to the renewal of the then Term. For the purposes hereof "Consumer Price Inflation" shall mean the Consumer Price Inflation as reported by the Office for National Statistics in the United Kingdom or the US Bureau of Labor Statistics, as applicable.

5.4. You will pay fees without any set-off, counterclaim, deduction or withholding of any kind, except as may be required by law. If any withholding or deduction is required by law, you will, when making the payment to which the withholding or deduction relates, pay to us such additional amount as will ensure that we receive the same total amount that it would have received if no such withholding or deduction had been required.

6. Your Use of the Services

6.1. You shall prevent unauthorised access or use of the Services and Service Data and in the event of a breach, you will notify us immediately. You are responsible for all use of our Services with your account details, which includes all user passwords issued to your organisation for each User, and for protecting your account details from unauthorised use. You are also responsible for the security of any computer from which you sign into your account. You shall ensure that all your Kolleno account credentials are kept secure and confidential. You agree to ensure that all use of the Services, the Software, the Service Data and Platform by you or under your Kolleno account are in compliance with the terms and conditions of this Agreement and in compliance with all applicable laws, rules and regulations governing this Agreement. You are responsible for any breach of this Agreement by any person using your Kolleno account credentials.

6.2. You promise not to access, store, distribute or transmit any Viruses, or any material during the course of your use of the Services, the Software, the Platform or Service Data that infringes any Intellectual Property Right of any other person and/or advocates, promotes or assists any unlawful act or illegal activity. Kolleno reserves the right, without liability or prejudice to its other rights to you, to disable your access to any material that breaches the provisions of this clause.

6.3. You may not, except to the extent expressly permitted under this Agreement, (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, Service Data or Platform in any form or media or by any means; (ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; (iii) use the Services, Service Data, the Software, or Platform to provide services to third parties unless expressly permitted in the Order Form; (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Service Data, the Software or Platform available to any third party; (v) access all or any part of the Services in order to build a product or service which competes with the Services; (vi) access without authority, interfere with, manipulate, damage or disrupt all or any part of the Services or any equipment or network owned or used by any third party, or assist any third party in doing such acts; or (vii) use the Product to develop a competing service or product.

6.4. Compliance with laws. You warrant that you will comply with all applicable laws in your use of the Services, including all applicable anti-bribery and anti-corruption laws (including the

Bribery Act 2010 and the US Foreign Corrupt Practices Act), anti-money laundering laws, modern slavery laws (including the Modern Slavery Act 2015) and trade sanctions and export control laws. You warrant that neither you nor any of your Affiliates or Users is a person designated under, or located in a country or territory subject to, sanctions administered by the United Kingdom, the European Union, the United States or the United Nations, and that you will not make the Services available to any such person.

6.5. Your Data and your communications. You warrant that:

6.5.1. you have all rights, consents, licences and lawful bases necessary for us to process Your Data (including any Personal Data relating to your customers, debtors, counterparties and their personnel) for the purposes of providing the Services;

6.5.2. Your Data does not infringe the Intellectual Property Rights or other rights of any third party; and

6.5.3. your use of the Services, including the content, tone, timing, frequency and recipients of any communication sent through the Platform, complies with all applicable laws and regulations, including those governing debt collection, consumer credit, consumer protection, unfair commercial practices and electronic communications, and where applicable the FCA Consumer Credit sourcebook (CONC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and the US Fair Debt Collection Practices Act.

You acknowledge that you determine the content, timing and recipients of all communications sent through the Platform and that we transmit them solely on your instructions and as a technical service provider.

7. AI Agents & Auto mation

7.1. The Services may include AI Agents that generate recommendations, draft communications, prioritise accounts, suggest next actions, automate workflows, perform reconciliation support, or assist with other order-to-cash processes.

7.2. Customer acknowledges that AI Agent Outputs may be probabilistic and may not always be accurate, complete, or appropriate.

7.3. Customer is responsible for configuring, monitoring, reviewing, approving, and supervising AI Agent activity in accordance with its own policies and risk appetite.

7.4. Kolleno will not use Customer Data to train general-purpose AI models for the benefit of other customers, unless Customer gives prior written consent or the data is aggregated and anonymised so that Customer and individuals cannot be identified.

7.5. Kolleno may use Customer Data to provide, secure, support, troubleshoot, and improve the Services for Customer.

7.6. Kolleno will use commercially reasonable efforts to make available controls, permissions, audit trails, and configuration options to support Customer's responsible use of AI Agents.

8. Your Data and Privacy

8.1. As between the parties, you own all right, title and interest in and to Your Data and the Outputs. You grant us and our sub-processors a non-exclusive, worldwide, royalty-free licence to host, store, copy, transmit, process and display Your Data, and to create Outputs from it, in each case solely to the extent necessary to provide the Services, to comply with our legal obligations and to exercise our rights under this Agreement.

8.2. To the extent that we process Personal Data on your behalf as processor when performing our obligations under this Agreement, the DPA applies and is incorporated into this Agreement.

8.3. We may collect and analyse data relating to the provision, use, configuration, security and performance of the Services in order to operate, secure, support, develop and improve the Services and to compile statistical and benchmarking analyses. We may disclose such analyses externally only as Aggregated Data. Aggregated Data does not constitute Your Data, your Confidential Information or Personal Data.

8.4. We will notify you of any personal data breach affecting Personal Data processed on your behalf in accordance with the DPA.

9. Our Responsibilities to You

9.1. Kolleno will make commercially reasonable efforts to ensure that the Services will be performed substantially in accordance with good industry standards. However, we will have no obligations to the extent any non-conformance is caused by your use of the Services contrary to our instructions, or modification or alteration of the Services by any party other than Kolleno or Kolleno's duly authorised contractors or agents. Your sole remedy and our only obligations to you if the Services do not conform with the foregoing is for us to (at our expense), use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance.

9.2. Any operation or transaction completed via any third-party application or service is between you and the relevant third party, and not Kolleno. Kolleno recommends that you refer to the third party's terms and conditions and privacy policy prior to using the relevant third-party application

or service. Our provision of features enabling interoperation with any third party application or service does not constitute endorsement or approval of it.

9.3. You acknowledge and agree that:

9.3.1. the Services will evolve over time and that functionality may be added and removed from time to time;

9.3.2. Kolleno does not warrant that use of the Services will be uninterrupted or error-free or that the Services and/or the information obtained through the Services will meet your requirements; and

9.3.3. Kolleno is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the Internet, and you acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

9.4. We have no obligation to modify the Software to support your use of the Services and you acknowledge that the accuracy and completeness of the Services is dependent on a number of factors outside our control, including design, implementation and use of the Platform.

9.5. From time to time, Kolleno may make Beta services available at no charge (the "Beta Services"). Beta Services are made available "as is" and Kolleno shall have no liability for any harm or damage arising out of or arising out of or in connection with the Beta Services. You may choose to try such Beta Services at your sole discretion. Kolleno may discontinue Beta Services at any time in its sole discretion and may never make them generally available.

9.6. We do not warrant that the Services and/or the information obtained by you through the Services will meet your requirements.

9.7. Use of the Services is not intended to amount to financial or accounting advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the information obtained by you through the Services and the Platform. Kolleno will not be liable in any manner for any outstanding invoices or debts owed to you by any third party which you have not been able to collect from such third party through the Platform.

9.8. Except as expressly and specifically provided in this Agreement:

9.8.1. you assume sole responsibility for results obtained from the use of the Services and the Platform, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to us by you in connection with the Services, or any actions taken by us at your direction; and

9.8.2. the Services are provided on an “as is” basis.

10. Intellectual Property Rights

10.1. We own all Intellectual Property Rights in the Services, the Service Data, the Software, the Platform and the Documentation, and all modifications, enhancements and derivative works of them. Except as expressly stated in this Agreement, we grant you no rights to or in such Intellectual Property Rights.

10.2. If you create any modification, adaptation, translation or derivative work of the Software, the Platform or the Documentation (excluding, for the avoidance of doubt, Your Data and the Outputs), you assign to us with full title guarantee all right, title and interest in it, and will execute any documents we reasonably require to give effect to this clause.

10.3. If you provide us with any suggestion, comment, enhancement request or other feedback relating to the Services, you grant us a perpetual, irrevocable, worldwide, royalty-free, sublicensable licence to use and exploit it for any purpose without obligation or attribution to you.

11. Confidentiality

11.1. Each party shall (and shall procure that each of its Connected Persons shall):

11.1.1. hold Confidential Information in confidence;

11.1.2. not disclose it to any person other than a Connected Person; and

11.1.3. use the Confidential Information only for the purpose of exercising or performing that party's rights and obligations under this Agreement.

11.2. Clause 11.1 shall not apply to Confidential Information to the extent that:

11.2.1. the Confidential Information is required to be disclosed by law, any court of competent jurisdiction or by any regulatory or administrative body. If the receiving party believes that this clause 10.2.1 applies, it shall, as far as it is practicable and lawful to do so:

11.2.1.1. first consult the disclosing party to give the disclosing party an opportunity to contest the disclosure; and

11.2.1.2. take into account the disclosing party's reasonable requirements about the proposed form, timing, nature and extent of disclosure;

11.2.2. the Confidential Information was already in the public domain when it was first received by the receiving party;

11.2.3. the Confidential Information subsequently enters the public domain, other than through breach of clause 10.1;

11.2.4. written records show that, when the Confidential Information was first made available to the receiving party, it was already in the lawful possession of the receiving party or any of its Connected Persons; or

11.2.5. after it is first made available to either of them, the receiving party or a Connected Person lawfully receives the Confidential Information from a third party who does not owe the disclosing party, or any of its Connected Persons, an obligation of confidence in relation to it.

11.3. Each party shall disclose Confidential Information as permitted by this clause 10 only if it is reasonably required.

11.4. Each party will, on the other party's written request following termination or expiry of this Agreement, return or destroy the other party's Confidential Information in its possession or control, save that a party may retain copies (a) required to be retained by applicable law or regulation, or (b) contained in routine backup or archival systems made in the ordinary course, in each case subject to the continuing confidentiality obligations in this clause 10.

11.5. The obligations in this clause 10 continue for 5 years following termination or expiry of this Agreement, save in respect of information which constitutes a trade secret, Your Data or Personal Data, where they continue for so long as the information retains that character.

12.0 Indeminty

12.1 Customer Indemnity. Customer shall defend and indemnify Kolleno, its Affiliates, and each of their officers, directors, employees, agents, successors, and assigns from and against all Losses incurred from any third-party claim arising out of or relating to:

- (a) Customer Data;
- (b) Customer's breach of Section 3, Restrictions on Use;
- (c) Customer's use of the Services in breach of applicable law;
- (d) Customer's fraud, gross negligence, or wilful misconduct; or
- (e) Customer's use of Outputs or AI Agent actions without appropriate human review, approval, supervision, or controls.

12.2 Kolleno Indemnity. Kolleno shall defend and indemnify Customer, its Affiliates, and each of their officers, directors, employees, agents, successors, and permitted assigns from and against all Losses incurred from any third-party claim alleging that the Services infringe such third party's Intellectual Property Rights.

12.3 Indemnification Procedure. Each party will promptly notify the other party in writing of any claim for which such party believes it is entitled to be indemnified pursuant to this Section 12. The party seeking indemnification, the “Indemnatee”, shall cooperate with the other party, the “Indemnitor”, at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defence and shall employ counsel to handle and defend the claim at the Indemnitor’s sole cost and expense. The Indemnatee shall not admit liability, settle, compromise, or attempt to settle or compromise the claim except upon the express instructions of the Indemnitor. The Indemnatee may participate in the proceedings at its own cost and expense with counsel of its own choosing. Neither party may settle a claim that results in liability or admission of liability by the Indemnatee without the Indemnatee’s written consent, which shall not be unreasonably withheld or delayed. The Indemnatee’s failure to perform any obligations under this Section 12.3 will not relieve the Indemnitor of its indemnification obligations, except to the extent the Indemnitor can demonstrate that it has been materially prejudiced by such failure.

12.4 Exclusions. Kolleno shall have no liability or obligation under Section 12.2 to the extent the claim arises out of or relates to:

- (a) Customer Data;
- (b) Customer’s modification of the Services;
- (c) Customer’s use of the Services contrary to the Documentation or this Agreement;
- (d) Customer’s use of the Services in combination with products, services, data, or processes not supplied or approved by Kolleno, where the alleged infringement would not have occurred without such combination;
- (e) Customer’s continued use of the Services after Kolleno has notified Customer to stop such use; or
- (f) Customer’s breach of this Agreement.

12.5 Mitigation. If the Services are, or in Kolleno’s reasonable opinion are likely to be, subject to an infringement claim, Kolleno may, at its option and sole cost and expense:

- (a) procure the right for Customer to continue using the Services;
- (b) modify or replace the Services so that they are non-infringing while providing materially equivalent functionality; or
- (c) terminate the affected Services and refund any prepaid Fees for the affected Services not delivered after the termination date.

12.6 Exclusive Remedy. This Section 12 sets out Customer’s sole and exclusive remedy, and Kolleno’s sole liability and obligation, for any actual, threatened, or alleged claim that the Services infringe, misappropriate, or otherwise violate any third-party Intellectual Property Rights.

13. Limitation of Liability

13.1. Except as set out in Section 13.4, each party’s total aggregate liability arising out of or relating to this Agreement shall not exceed the total Fees paid or payable by Customer to

Kolleno under the applicable Order Form in the 12 months preceding the event giving rise to the claim.

13.2. Neither party shall be liable for any indirect, consequential, incidental, special, exemplary, punitive, or enhanced damages.

13.3. Neither party shall be liable for loss of profits, revenue, business, goodwill, anticipated savings, data, or business interruption, whether direct or indirect.

13.4. The limitations in this Section 13 shall not apply to:

- (a) either party's indemnification obligations;
- (b) either party's fraud, gross negligence, or wilful misconduct;
- (c) death or personal injury caused by negligence;
- (d) Customer's payment obligations;
- (e) Customer's breach of Section 3; or
- (f) liability that cannot be excluded or limited by law.

13.5. Kolleno shall not be liable for any failure to collect invoices, recover debts, obtain payments, prevent disputes, avoid write-offs, or achieve any particular financial outcome.

14. Termination

14.1. Either party may terminate this Agreement with immediate effect by written notice to the other party if:

14.1.1. the other party commits a material breach of any obligation under this Agreement, and, if the breach is capable of remedy, fails to remedy it within 30 days after receiving written notice to do so; or

14.1.2. the other party ceases, or threatens to cease, to carry out the whole or any material part of its business.

14.2. For the purposes of this clause 14, a breach shall be considered capable of remedy if the party in breach can comply with the relevant provision in all respects other than as to time of performance.

14.3. Kolleno may suspend (but not terminate) access to the Platform: (a) If you breach material payment obligations and fail to cure within 30 Business Days of notice; (b) if your use poses an immediate security risk, with immediate notice to you and opportunity to cure within 48 hours; or (c) as required by law or court order. Kolleno may not terminate this Agreement except as provided in Sections 14.1 and 14.2. Any suspension under this Section 14.3 shall not relieve you of payment obligations unless the suspension exceeds 10 Business Days, in which case fees shall be pro-rated.

14.4. On termination or expiry of this Agreement:

14.4.1. the rights granted to you under this Agreement terminate immediately, save that you may continue to use Outputs generated before the date of termination or expiry;

14.4.2. you will pay all Fees outstanding as at the date of termination or expiry;

14.4.3. we will, for a period of 30 (thirty) days following termination or expiry, make Your Data available for export by you through the Platform in a commonly used machine-readable format. After that period we may delete Your Data from our live systems, subject to the DPA and to our routine backup cycles and any retention required by applicable law;

14.4.4. you will cease all use of the Services, the Software, the Platform and the Service Data, delete all copies of the Service Data and the Documentation in your possession or control, and uninstall, delete or remove from all computer equipment in your possession or control, and destroy or return to us, all copies of any software used in the provision of the Services; and

14.4.5. clause 10 (Confidentiality) continues to apply to each party's Confidential Information in accordance with its terms.

14.5. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination of this Agreement shall remain in full force and effect.

15. Marketing

15.1. You agree that, upon receipt of your written approval, we may use your logo and name on Kolleno's website and in any other marketing materials (both in print and online) from time to time.

15.2. We may from time to time invite you to participate in the development of a case study, or to provide a quotation for use in our sales and marketing materials, on our website, in a press release or otherwise. You are under no obligation to accept, and we will not publish any such case study or quotation without your prior written approval.

16. Waiver

No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

17. Severance

If any provision of this Agreement or any Order Form, shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement or any Order Form is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. Entire Agreement

This Agreement and each respective Order Form contain the entire agreement of the parties with respect to the Services specified in each Order Form, and there are no other promises or conditions in any other agreements, whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties with respect to those Services provided under this Agreement, or specified in each Order Form (if applicable). The parties agree that any term or condition stated in a purchase order provided by you or in any other order documentation provided by you is void.

19. Assignment

19.1. You may not assign, transfer, charge or otherwise deal with any of your rights or obligations under this Agreement nor grant, declare, create or dispose of any right or interest in it without our prior written consent. Notwithstanding the foregoing, no consent is required for: you to assign this Agreement in its entirety to an Affiliate or to a successor of all or substantially all its assets through merger, reorganization, consolidation, or acquisition, provided that you provide notice of the assignment to Kolleno, in which event you will continue to be bound by this Agreement. No assignment shall relieve you of any of your obligations hereunder incurred prior to the assignment. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null and void. We may assign or novate this Agreement in its entirety to an Affiliate, or to a successor of all or substantially all of our assets or business by merger, reorganisation, consolidation or acquisition, on written notice to you.

19.2. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assignees.

20. No Partnership or Agency

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

21. Third Party Rights

A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

22. Notices

22.1. Notices under this Agreement shall be in writing and sent by email to the addresses set out in the applicable Order Form.

22.2. Notices to Kolleno shall be sent to legal@kolleno.com, unless another legal notice email address is specified in the applicable Order Form.

22.3. A notice sent by email shall be deemed received at the time of transmission, unless sent outside Business Hours, in which case it shall be deemed received at the start of the next Business Day.

23. Governing law

Governing law. Where Kolleno UK is the contracting entity, this Agreement and all disputes or claims (including non-contractual disputes or claims) arising out of or in connection with it, its subject matter or formation are governed by and construed in accordance with the laws of England and Wales. Where Kolleno US is the contracting entity, this Agreement and all such disputes or claims are governed by and construed in accordance with the laws of the State of Delaware, excluding its conflict of laws rules and excluding the United Nations Convention on Contracts for the International Sale of Goods.

24. Jurisdiction

Where Kolleno UK is the contracting entity, each party irrevocably agrees that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement, its subject matter or formation. Where Kolleno US is the contracting entity, each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Wilmington, Delaware.

25. Force Majeure

25.1. Neither party is liable for any failure or delay in performing its obligations under this Agreement (other than an obligation to pay money) to the extent caused by an event beyond its reasonable control, including act of God, flood, fire, epidemic or pandemic, war, terrorism, civil

disorder, industrial action, failure of a utility service or telecommunications network, cyber attack on a third party, government order or embargo (a "Force Majeure Event").

25.2. The affected party will notify the other as soon as reasonably practicable, state the expected duration, and use reasonable endeavours to mitigate the effect.

25.3. If a Force Majeure Event continues for more than 60 consecutive days, either party may terminate this Agreement on 30 days' written notice, and we will refund Fees prepaid in respect of Services not delivered.

26. Subcontracting

26.1. We may subcontract or delegate the performance of any of our obligations under this Agreement, provided that we remain responsible for the acts and omissions of our subcontractors as if they were our own. Our engagement of sub-processors of Personal Data is governed by the DPA.

27. Variation and counterparts

27.1. Save as set out in clause 1.4, no variation of this Agreement is effective unless it is in writing and signed by or on behalf of each party.

27.2. An Order Form may be executed in counterparts and by electronic signature, each of which is an original and all of which together constitute one agreement.