

SOFTWARE SUBSCRIPTION AGREEMENT

Agreement ref. LL-SSA-2026-031 | Dated 2 March 2026

Provider: Ledgerline Software Ltd (fictional), company no. 00000000, Manchester (the "Provider").

Customer: Brackenridge Catering Ltd (fictional), Leeds (the "Customer").

1. Term

This Agreement starts on 1 April 2026 and continues for an initial term of 36 months.

2. Renewal

After the initial term, this Agreement renews automatically for successive periods of 12 months unless either party gives at least 90 days' written notice before the end of the then-current term.

3. Fees

The Customer shall pay a subscription fee of £1,250.00 per month plus VAT, invoiced monthly in advance and payable within 30 days of the invoice date.

4. Service levels

The service is available at least 99.5% of each calendar month, excluding scheduled maintenance announced at least 48 hours in advance. If availability falls below that level, Customer may request a service credit as described in the Service Level Policy. Service credits are Customer's sole remedy for unavailability.

5. Customer data

Customer owns all data it submits to the service. The provider processes Customer data only to provide the service and in line with the Data Processing Addendum. On termination, Customer may export its data for 30 days, after which the provider deletes it within a further 60 days.

6. Confidentiality

Each party keeps the other party's confidential information confidential, uses it only for the purposes of this agreement and discloses it only to employees and advisers who need to know it and are bound by similar obligations. These obligations survive for three years after termination.

7. Warranties

The provider warrants that the service will perform materially as described in its documentation. Except as expressly stated, the service is provided without other warranties, express or implied, including merchantability and fitness for a particular purpose.

8. Intellectual property

The provider retains all rights in the service, its software and documentation. Customer receives a non-exclusive, non-transferable right to use the service during the term for its internal business purposes. Feedback may be used by the provider without restriction.

9. Price review

On each anniversary of the start date the Provider may increase the fees by the annual change in the Retail Prices Index (RPI) plus 1%.

10. Indemnities

The provider will defend Customer against third-party claims that the service infringes intellectual property rights and pay resulting damages awarded by a court, provided Customer notifies the provider promptly and lets it control the defence.

11. Force majeure

Neither party is liable for delay or failure caused by events beyond its reasonable control, such as natural disasters, war, or failures of public networks, provided it uses reasonable efforts to resume performance.

12. Limitation of liability

Each party's total aggregate liability arising under or in connection with this Agreement shall not exceed 125% of the fees paid in the 12 months preceding the claim.

13. Termination

Either party may terminate this Agreement immediately by written notice if the other party commits a material breach that is not remedied within 30 days.

14. Governing law

This Agreement and any dispute arising from it are governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.

15. Notices

Notices must be in writing and are effective when delivered by courier or by email to the addresses stated in the order form. Notices of breach or termination must also be sent by courier.

16. Assignment

Neither party may assign this agreement without the other party's prior written consent, except to a successor in a merger or sale of substantially all of its assets.

17. Schedule 2 - Amendment No. 1 (signed 20 March 2026)

With effect from the start date, clause 9 (Price review) is replaced as follows: the Provider may increase the fees once a year by no more than 3%. All other terms remain unchanged.

For Ledgerline Software Ltd

Owen Pritchard

Owen Pritchard
Director
Date: 2 March 2026

For Brackenridge Catering Ltd

Gareth Mills

Gareth Mills
Finance Director
Date: 2 March 2026