

SCHEDULE 1 - DEFINITIONS

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.

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.

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

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.

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

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.

- 1.1 **Business Day** means 09.00 to 17.30 any day excluding weekends, bank holidays or other public holidays in the Territory.
- 1.2 **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.
- 1.3 **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.
- 1.4 **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.

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

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

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

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.

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

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.

- 1.5 **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.
- 1.6 **Deliverable** means the items specified as deliverables in the Statement of Work.
- 1.7 **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.
- 1.8 **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.
- 1.9 **Due Date** means thirty (30) calendar days' from the date of invoice.
- 1.10 **Effective Date** means unless otherwise agreed, the date that the last Party signs an Order Form.
- 1.11 **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.
- 1.12 **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.

1.13 **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.

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.

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.

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

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.

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

1.15 **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.

1.16 **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.

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

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.

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

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

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.

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.

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

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

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

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

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

1.21 **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.

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

1.23 **Policies** means the policies set out on the [website](#) may be amended by OneAdvanced from time to time;

1.24 **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.

Professional Services Fees means the fees payable for Professional Services.

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.

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

1.26 **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:

1.26.1 the Customer and any Permitted Organisations only using the Service for their own internal business operations;

1.26.2 the Customer not permitting access to the Service by any third party other than to any Permitted Sub-Contractors;

1.26.3 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;

1.26.4 the Customer and any Permitted Entities not attempting to copy, decompile, disassemble, reverse engineer or duplicate the Service;

1.26.5 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.

1.27 **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

1.28 **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.

1.29 **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.

1.30 **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.

1.31 **Service Platform Overview** means the document available [online](#).

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

1.33 **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.

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

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

- 1.36 **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.
- 1.37 **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.
- 1.38 **Subscription Service Fee** means the fees payable for a Subscription Service.
- 1.39 **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.
- 1.40 **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.
- 1.41 **Term** means the Initial Term and any Renewal Term.
- 1.42 **Territory** means the country where OneAdvanced has its registered office.
- 1.43 **Third Party** means a legal entity which is not the Parties.
- 1.44 **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.
- 1.45 **Third Party Supplier** means a supplier of Third Party Service(s).
- 1.46 **Third Party Support Policy** means any support available from a Third Party Supplier for its Third Party Service(s).
- 1.47 **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).
- 1.48 **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.
- 1.49 **Upgrade** means any upgrade that enhances, expands or provides additional features and functionalities to the Service and is chargeable in addition to the Fees.
- 1.50 **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.