

SOLUTION 7 LIMITED - EXCEL FINANCIAL REPORTING

Last Updated: 1 February 2026

This Appendix is subject to the Master Subscription Agreement ("MSA"). All technical specifications herein (e.g., Licence Keys, Concurrent Users, Instance of NetSuite) are specific to the Solution 7 product. However, the legal relationship (i.e., Core Legal Terms as set forth in the MSA), including but not limited to Limitation of Liability, Indemnification, Confidentiality, and Governing Law, is governed exclusively by the MSA. In the event of a conflict between the MSA and any legal provision in this Appendix, the MSA shall prevail.

Capitalized terms used but not defined in this Appendix shall have the meanings set forth in the Agreement. For the purposes of this Solution 7 Agreement (the "S7 Agreement"), all references to 'Licensee' shall mean 'Customer' as defined in the MSA.

1. Definitions and Interpretation

1.1 In this S7 Agreement the following expressions have the meanings set opposite:

this S7 Agreement: The MSA and these Terms, as amended from time to time in accordance with the MSA;

an Authorised Contact: an individual whom the Licensee has notified to Solution 7 as an authorised contact or a replacement for an authorised contact, provided that the Licensee may not have more than two Authorised Contacts at any one time;

Beta Functionality: any functionality of the Solution 7 Software which is marked or designated as Beta;

a Clause: a clause in this S7 Agreement;

the Commencement Date: the date on which Solution 7 first provides a Licence Key under this S7 Agreement to the Licensee;

the Currency: the currency stated in the Quote;

the Current Version: the last version of the Solution 7 Software and the immediately preceding version of the Solution 7 Software made available by Solution 7 to licensees generally, but not any Software provided for Special Offerings ;

the Documentation: any user documentation included with, or provided by Solution 7 in connection with, the Solution 7 Software;

an Error: a material failure of the Current Version to provide the functions described in the Documentation;

the Instance of Netsuite: the single instance of Oracle's Netsuite Software with the Account ID set out in the Quote, including any sandbox created from that instance and any release preview account used for regression testing Oracle's Netsuite Software;

the Initial Licence

Period: the licence period set out in the initial Quote, starting on the Commencement Date;

The Licence: the right to use the Solution 7 Software granted in Clause 2.1;

the Licence Fee: the fee payable by the Licensee in return for the Licence and the provision of the Support Services during the then current Licence Period, as set out in the Quote;

a Licence Key: a key which allows the use of the Solution 7 Software for a period of time;

a Licence Period: the Initial Licence Period or, on a renewal, any renewal Licence Period set out in the Quote, subject to the earlier termination of this S7 Agreement in accordance with the MSA.

the Licensee: the company or organisation to which the Quote is addressed;

the Licensee Data: the data inputted or imported into the Software by or on behalf of the Licensee or any Affiliate (whether that data belongs to the Licensee, an Affiliate or any other person);

the Open-Source Software:

the open-source software as defined by the Open Source Initiative (<http://opensource.org>) or the Free Software Foundation (<http://www.fsf.org>) made available to the Licensee with the Solution 7 Software, as modified and updated from time to time by the provision of the Support Services (if any) or the Professional Services (if any) provided by Solution 7 to the Licensee;

the Maximum Number of Concurrent Users:

the maximum number of concurrent users set out in the Quote, as varied by the agreement of the Parties in writing from time to time;

the Netsuite Account ID: is that set out in the Quote;

Professional Services: consultancy, installation, configuration, integration and development services, training and any other services (except Support Services) provided by Solution 7 (either directly or through a third party) to the Licensee in connection with any of the Software;

the Quote:

the quotation issued by Solution 7, setting out (amongst other things) the name and address and company or business number of the Licensee, the Licensee's VAT number (if

applicable), the Licence Period, the Maximum Number of Concurrent Users, the Licensee's NetSuite Account ID and the Trial Period and/or Licence Fees, signed (without amendment) on behalf of the Licensee and returned to Solution 7;

Solution 7: Solution 7 Limited, a company registered in England under number 3415375, whose registered office is at the Magdalen Centre, Oxford Science Park, Oxford OX4 4GA, England;

Solution 7's Personnel: Solution 7's employees, staff, workers, contract staff, officers and subcontractors;

the Solution 7 Software: the Solution 7 Software, identified in the Quote (in object code), as modified and updated from time to time by the provision of the Support Services (if any) or any Professional Services provided by Solution 7 to the Licensee;

the Software: any of the Solution 7 Software and any of the Open-Source Software;

Special Offerings Beta Functionality, custom versions of the Software or Services, or any Trial Period(s)

the Support Services: the services described in Clause 4.1;

the Third Party Software: any third party software required to use the Solution 7 Software (as stated on Solution 7's website from time to time) and any other third party software advised to the Licensee by Solution 7 from time to time and which is necessary or advisable for the use of the Software;

a Trial Period: a trial period of the Software, with corresponding terms set out in the Quote (including any applicable fees - "Trial Period Fees"), subject to the earlier termination of this S7 Agreement in accordance with the MSA. For the avoidance of doubt, the MSA and these Terms apply to any Trial Period;

a User: an individual authorised by the Licensee or any Affiliate to use the Software, but only for so long as that individual is an employee, member of the contract staff, consultant or an auditor of the Licensee or an Affiliate, and any other individual who accesses any of the Software through the Licensee's or any Affiliate's IT system or using the password or ID of any individual authorised by the Licensee or by any Affiliate to use the Software;

VAT: any value added, sales, turnover or similar tax imposed on the sale or supply of the Software or any of the Services;

Working Hours: 9 am to 5 pm (London time) Mondays to Fridays, except bank, public or statutory holidays in England; and

Writing: includes text stored and transmitted electronically.

- 1.2 Unless the context otherwise requires, in this S7 Agreement, words in the singular include the plural and words in the plural include the singular.
- 1.3 The rule known as the *ejusdem generis* rule does not apply to this S7 Agreement. Accordingly general words introduced by the word **other** will not be given a restrictive meaning because they are preceded by words indicating a particular class of acts, matters or things.
- 1.4 Any obligation in this S7 Agreement not to do something, includes an obligation not to allow that thing to be done.
- 1.5 Any words in this S7 Agreement following the expressions **including, include, in particular**, or any similar expression, are merely illustrative and do not limit the sense of the words, description, definition, phrase or expression preceding those expressions.
- 1.6 In this S7 Agreement a **person** includes a natural person, a corporate or unincorporated body (whether or not it has a separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.7 A reference in this S7 Agreement to a **Party** includes that Party's permitted assigns.

2. Licence and Restrictions

- 2.1 Subject to the other provisions of this Clause 2, the Licensee and the Affiliates may use the Solution 7 Software on the terms set out in this S7 Agreement. The Licence is non-exclusive and non-transferable. Any Open-Source Software is not licensed by Solution 7 but is provided subject to the terms imposed by the licensor of that Open-Source Software. Those terms are available from Solution 7 on request.
- 2.2 Solution 7 will provide the Licensee with a Licence Key which will allow the Licensee and the Affiliates to use the Solution 7 Software during the Trial Period or the then current Licence Period, but that Licence Key will cease to allow the use of the Software if the Licensee has not paid the stated Trial Period Fee (as applicable) or the Licence Fee or any other monies due to Solution 7 in accordance with this S7 Agreement.

No Licence Fee is payable in respect of the Licensee's or any Affiliate's use of any of the Open-Source Software.
- 2.3 The Solution 7 Software may be used only by up to the Maximum Number of Concurrent Users at any one time, and where a version of the Solution 7 Software is set out in the Quote or the Documentation, this S7 Agreement permits the use only of that version of the Solution 7 Software. If the Licensee or any Affiliate wants to increase the Maximum Number of Concurrent Users, or to change or to use a different version of the Solution 7 Software, the Licensee must obtain an additional licence or extension of the Licence from Solution 7. Any addition or extension to the Licence may be subject to the Licensee paying additional Licence Fees and, where applicable, additional support and other service fees.
- 2.4 If the Third Party Software includes any of Oracle's Netsuite software, the Solution 7

Software may be used only on the Instance of the Netsuite Software. If the Licensee wants itself, any Affiliate or any other person to be able to use the Solution 7 Software on an additional or different instance of the Netsuite Software or to use any Beta Functionality which Solution 7 has withdrawn, the Licensee must obtain an additional licence or extension of the Licence from Solution 7. Any addition or extension to the Licence may be subject to the Licensee paying additional Licence Fees and, where applicable, additional support and other service fees.

- 2.5 Subject to the termination of this S7 Agreement in accordance with the MSA, the Licence is for the then current Licence Period and, at the end of the then current Licence Period, the Licence will automatically renew for the Licence Period set out in the Quote issued for the renewal. On that renewal Solution 7's then current Standard Terms and Conditions (**the Renewal Terms**) will apply instead of these Standard Terms and Conditions. Unless the Licensee obtains an additional licence or extension allowing the use of a different version of the Solution 7 Software under Clause 2.3, the Licence is restricted to use of the version of the Solution 7 Software first provided to the Licensee or the Current Version.
- 2.6 Only the Licensee, the Affiliates and their respective employees, contract staff and consultants working within their organisation for their benefit and their auditors using the Solution 7 Software for the Licensee's or an Affiliate's benefit may use the Solution 7 Software. Unless the Licensee first obtains Solution 7's consent in writing, neither the Licensee nor any Affiliate may transfer the Solution 7 Software or share its use with anyone else; nor use the Solution 7 Software for anyone else's benefit (including using it to provide software as a service, outsourcing services, application services or facilities management services). Neither the Licensee nor any Affiliate may sub-license the use of the Solution 7 Software. The Licensee will be responsible for each Affiliate and each User complying with this S7 Agreement.
- 2.7 The Licensee and the Affiliates may make copies of the Solution 7 Software for back up purposes and for use by their respective employees, contract staff and consultants working within their organisation for their benefit and for use by their auditors using the Solution 7 Software for the Licensee's or its Affiliates' benefit. The Licensee must keep each copy of the Solution 7 Software secure, in the Licensee's possession, and under its control, at all times.
- 2.8 The Licensee must ensure that every copy of the Solution 7 Software made by the Licensee or any Affiliate bears the copyright and other proprietary notices on the Solution 7 Software downloaded by or on behalf of the Licensee or any Affiliate or their respective employees, contract staff, consultants or auditors. Neither the Licensee nor any Affiliate nor any User may remove, obliterate or modify any of those notices.
- 2.9 Neither the Licensee nor any Affiliate may, without first obtaining Solution 7's consent in writing, modify, or engage anyone to modify, the Solution 7 Software, or combine it with, or incorporate it in, any other software. If anyone except Solution 7, or its authorised agent, modifies the Solution 7 Software, Solution 7 will be released from any obligation to provide the Support Services and any other services in relation to the Software and Solution 7 will be entitled to raise, and the Licensee will pay, Solution 7's additional charges for any services which Solution 7 may provide in respect of the modified Software.
- 2.10 The Licensee and the Affiliates will make and retain sufficient back-ups of the

Software and the Licensee Data to ensure that in the event of any of the Software or any of the Licensee Data being lost or corrupted, the same can be restored and any disruption to the Licensee's or any Affiliate's business avoided.

2.11 The Licensee and each Affiliate may allow any User to use the Solution 7 Software for the Licensee's or that Affiliates' benefit (but for no other purpose), provided that:

- 2.11.1 the Maximum Number of Concurrent Users is not exceeded;
- 2.11.2 the Licensee ensures that each User uses the Solution 7 Software in accordance with the terms of this S7 Agreement and any acceptable use policy that Solution 7 may issue from time to time; and
- 2.11.3 the Licensee has paid Solution 7 for each User.

2.12 Neither the Licensee nor any Affiliate may use the Software:

- 2.12.1 unless it has, and throughout each Licence Period continues to have, a current and valid licence to use the Third Party Software with such upload functionality as may be necessary to allow it to use the Software in a way which meets its requirements; and
- 2.12.2 if the Third Party Software includes any of Oracle's Netsuite software, they all use the Software on the same single instance of the Third Party Software.

2.13 Immediately on its ceasing to be Controlled by the Licensee, any entity which has been an Affiliate and its Users:

- 2.13.1 immediately stop using the Solution 7 Software and destroy all copies of the Solution 7 Software then in its or their possession or under its or their control; and
- 2.13.2 at Solution 7's request, immediately return to Solution 7 or destroy any and all Confidential Information of Solution 7,

but the former Affiliate and its employees, contract staff, consultants and auditors will continue to comply with Clause 9 and the Licensee will continue to be liable to Solution 7 for any failure by the former Affiliate or any of its employees, contract staff, consultants and auditors to comply with this S7 Agreement.

The Licensee will, will if so requested by Solution 7, certify in writing that any Affiliate or former Affiliate and their respective employees, contract staff, consultants and auditors have complied with this Clause 2.15.

3. Testing and Acceptance

3.1 The Licensee will, before it or any of the Affiliates uses any Error correction, update, modification, customisation or new version of the Software in a production or live environment, test it in a sandbox or other test environment or platform sufficiently thoroughly to establish that that update, modification, customisation or new version functions satisfactorily. If the Licensee is not satisfied that the update, modification, customisation or new version functions satisfactorily, the Licensee must notify Solution 7 immediately of any actual or suspected problem or defect and neither the Licensee nor any Affiliate may use that Error correction, update, modification,

customisation or new version in a production or live environment.

3.2 The Licensee will be deemed to have accepted any Error correction, update, modification, customisation or new version of the Software if the Licensee or any Affiliate uses it in a production or live environment.

4. Professional and Support Services

4.1 The following Support Services are included in the Licence Fee:

- 4.1.1 the provision during Working Hours of a help desk for the purpose of advising the Licensee in relation to problems encountered in using the Software;
- 4.1.2 the provision of any Error corrections to the Software issued to Solution 7's licensees generally from time to time; and
- 4.1.3 the provision of any updates to the Software issued to Solution 7's licensees generally from time to time, subject to any restrictions or limitations on the Support Services notified by Solution 7 to the Licensee from time to time.

4.2 The Support Services and any other services under this S7 Agreement will be provided to the Licensee and Solution 7 will not be obliged to provide any such service to any Affiliate.

4.3 A third party, if authorised by Solution 7, by special arrangement with the Licensee and subject to the terms agreed between that third party and the Licensee, may provide help desk services to the Licensee and the Affiliates. Solution 7 will not be responsible for the provision of any such services or the omission of any third party to provide those services.

4.4 Solution 7 is not obliged to provide any Professional Services to the Licensee or any Affiliate, but will try and provide that sort of service to the Licensee if requested by the Licensee if and when Solution 7 can (either directly or through a third party). If the Licensee requests any Professional Service and Solution 7 agrees to provide it, the Parties will record the Professional Service(s) to be provided and the fees payable for them in writing, signed on behalf of each Party. The terms of this S7 Agreement will apply to the provision of any Professional Service by Solution 7 (either directly or through a third party).

4.5 The Licensee will keep Solution 7 informed of any changes to the Authorised Contacts or their contact details. Solution 7 may decline to provide assistance under Clause 4.1.1 if a call requesting assistance is made by anyone except an Authorised Contact. Solution 7 may decline to provide assistance under Clause 4.1.1 or may charge the Licensee for providing that assistance, if the Licensee makes more than 30 calls per Authorised Contact to Solution 7's helpdesk in any 3 month period, not taking into account calls to report any Error.

4.6 The Support Services are not provided for any version of the Solution 7 Software except the Current Version. If the Licensee requests support or assistance for any other version, and if Solution 7 agrees to supply that support or assistance, Solution 7 may charge for, and the Licensee will pay for, that support and assistance at Solution 7's rates in force at that time.

4.7 If the Licensee provides any of the Licensee Data to Solution 7 or allows Solution 7

access to any of the Licensee Data when the Licensee requests support (or at any other time) the Licensee will ensure that that Licensee Data does not contain any Personal Data.

4.8 It is in the interests of Data Subjects and consistent with the Licensee's and the Affiliates' obligations under the Applicable Data Protection Law(s), that the Licensee and the Affiliates do not provide Personal Information to Solution 7 and do not provide Solution 7 with access to Personal Data and, where the Licensee or any Affiliate has provided any Personal Data to Solution 7, the Licensee irrevocably authorises Solution 7 to delete or destroy that Personal Data.

5. **Warranties**

5.1 Solution 7 warrants to the Licensee that Solution 7 is the owner of the Intellectual Property Rights in the Solution 7 Software or that it has the right to license the Licensee to use the Solution 7 Software provided the Licensee complies with, and ensures that each Affiliate complies with, this S7 Agreement.

5.2 Subject to the Licensee and each Affiliate complying with Clause 2 and all monies payable by the Licensee to Solution 7 under this S7 Agreement having been paid in full, Solution 7 warrants to the Licensee that: the Solution 7 Software, as made available by Solution 7 to the Licensee, but excluding any "**Special Offerings**," will, for ninety (90) days after the Commencement Date, function substantially in accordance with the Documentation when properly used on the equipment and an operating system specified in the Documentation. This ninety (90) day period constitutes an operational timeline unique to the Solution 7 Software and shall exceed and supersede the standard notice period set forth in the Agreement.

5.3 The Licensee and each Affiliate acknowledges that any Open-Source Software and any Special Offerings are made available "as is", without any warranty from Solution 7, and that Solution 7 may withdraw any Open-Source Software-dependent and/or Special Offerings functionality at any time.

5.4 Provided the Licensee provides a copy of the Licensee Data and anything else needed to reconstruct the problem, Solution 7 will investigate any purported breach of the warranty, and where appropriate, Solution 7 will endeavour to correct that Error within a reasonable time, or to provide avoidance or remedial information, or Solution 7 will refund the Licence Fee paid by the Licensee for the Solution 7 Software.

5.5 Unless expressly agreed to otherwise by the Parties, any refund of any Trial Period Fee (as applicable) or Licence Fee made by Solution 7 to the Licensee under Section 5.4 will result in the automatic termination of the Licence and any obligation to provide the Support Services or any Professional Service. Any such refund and related liability shall be governed by the Limitation of Liability and exclusive remedy provisions set forth in the Agreement.

5.6 The Licensee will notify Solution 7 of any Error which it or any Affiliate experiences or suspects exists. When notifying Solution 7 of any actual or suspected Error, the Licensee must provide a documented example of it and all other information and materials needed to reproduce it including an example of where and when the actual or suspected Error occurred and a listing of the related input and output and an explanation in writing of the actual or suspected Error.

- 5.7 Because of the nature of software, Solution 7 does not warrant that any of the Software will be error free or that it will run without interruption, or that every Error, defect, bug or deficiency can be or will be corrected. The existence of any of Error, defect, bug or deficiency will not constitute a breach of this S7 Agreement.
- 5.8 The Licensee and each Affiliate acknowledges and agrees that the proper use of the Software is dependent on the Licensee and each Affiliate and their respective Users exercising proper skill and care in inputting, importing and uploading data into the Software, the accuracy of any data processed by the Software and the checking and correct interpretation of any output provided by the Software. Solution 7 will not be liable for that output or for the consequences of decisions taken by the Licensee or any Affiliate or other person on the basis of that output.
- 5.9 The Licensee and each Affiliate acknowledges and agrees that the Software is standard software provided to Solution 7's licensees generally and it has not been developed to meet the Licensee's or any Affiliate's requirements and that it is the Licensee's and the Affiliates' responsibility to check that the facilities and functions of the Software meet their requirements.
- 5.10 The internet, world wide web, telecommunications networks and services and the Licensee Data are outside Solution 7's control, and Solution 7 will not be responsible or liable for any error, omission or delay in the same, or the inability to use such service, or for any content introduced by any such service.
- 5.11 The Licensee warrants that it has:
 - 5.11.1 has and throughout each Licence Period will continue to have, all rights and full authority to: (i) give any acknowledgement, undertaking, warranty given in this S7 Agreement on behalf of each Affiliate; (ii) agree to the provision of this S7 Agreement on behalf of each Affiliate; (iii) procure the compliance of each Affiliate with this S7 Agreement; (iv) give any consent, licence, authorisation, instruction or waiver under this S7 Agreement on behalf of each Affiliate; and (v) give or receive any notice under this S7 Agreement on behalf of each Affiliate;
 - 5.11.2 Controls and, throughout each Licence Period will continue to Control, each Affiliate; and
 - 5.11.3 not been induced to enter into this S7 Agreement by any representation or by any warranty (whether oral, or in writing) except those specifically set out in this S7 Agreement as warranties. The Licensee waives for itself and on behalf of and each Affiliate any and all claims for breach of any warranty and any and all claims for any misrepresentation, (negligent or of any other kind, unless made by Solution 7 fraudulently) not specifically set out in this S7 Agreement as a warranty.