SPACEMAN E-INVOICING
TERMS OF SERVICE

Last updated: [02.12.2025]

Spaceman E-invoicing is provided by, or on behalf of, RADical Systems (UK) Ltd, a company registered in England & Wales under registration number 02696335, whose registered office is at Altec House, 25 Parklands, Railton Road, Guildford, Surrey GU2 9JX (**RADical**).

These terms of service (the **Terms**) govern the Customer's use of the Services (defined below) as set out in any applicable order form (the **Order Form**). These Terms and any Order Form together form a legally binding contract between RADical and the Customer (the **Agreement**) and the Terms are deemed incorporated into any Order Form entered into by RADical and the Customer. The Agreement comes into effect on the earlier of: (i) the Customer's use of any part of the Services; (ii) the acceptance of the Agreement, whether by signing an Order Form, communicating acceptance in writing or selecting a check box indicating acceptance; or (iii) the commencement date set out in an Order Form (the **Commencement Date**).

1. **Definitions.**

Words and expressions used in this Agreement shall have the following meaning:

1.1. **Affiliate** means, with respect to any legally recognisable entity, any other entity Controlling, Controlled by, or under common Control with such entity. "**Control**" means direct or indirect (i) ownership of more than fifty percent (50%) of the outstanding shares representing the right to vote for members of the board of directors or other managing officers of such entity, or (ii) for an entity that does not have outstanding shares, more than fifty percent (50%) of the ownership interest representing the right to make decisions for such entity. An entity will be deemed an Affiliate only so long as Control exists.

1.2. **Authorised User** means an individual identified by the Customer as authorised to access the Services (or any component thereof) in accordance with this Agreement, and may include employees, contractors or customers of the Customer. The Order Form may specify a limit on the number of Authorised Users.

1.3. **B2B Router Environment** means the environment from which RADical provides, or procures the provision of, the Services.

1.4. **Commencement Date** has the meaning given to it above.

1.5. **Customer** means the customer as set out in an Order Form and/or the person using the Services.

1.6. **Documentation** means any training materials, specification and/or technical information regarding any Software or Services provided by RADical to the Customer, and all other information and instructions regarding the capabilities, operation, installation and access to the Software and Services, as may be updated by RADical from time to time.

1.7. **Data Protection Laws** means any data protection laws applicable from time to time;

1.8. **Due Date** has the meaning given to it in clause 7.1.

1.9. **Fees** means all and any fees payable for the Services, as set out in an Order Form.

1.10. **Intellectual Property Rights** means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing

off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

1.11. **Initial Subscription Term** means the initial duration of the subscription to the Services as set out in an Order Form.

1.12. **Order Form** means any order form entered into between the parties which describes the Services to be provided by RADical to the Customer.

1.13. **Permitted Purpose** means use solely for the Customer's business operations, which may include making access to the Software or Services available to its Authorised Users, always in accordance with this Agreement.

1.14. **Personal Data** means any personal data submitted or uploaded by the Customer in relation to the receipt and use of the Services;

1.15. **Services** means the services set out in an Order Form, or otherwise agreed in writing between the Parties, to be provided by RADical to the Customer, including (without limitation) the Software and any associated services.

1.16. **Software** means the software owned or licensed by RADical to which RADical grants the Customer access as part of the Services.

1.17. **Subscription Fee** means the fees payable by the Customer to RADical in order to purchase a subscription to the Services, as set out in an Order Form.

1.18. **Support Services** means any support offered to the Customer by RADical as documented in an Order Form.

1.19. **Support Service Levels** means the service levels set out in Schedule One.

1.20. **Term** means the Initial Subscription Term together with any Renewal Term(s).

1.21.

Terms capitalised but not defined in these Terms shall have the meaning given to them in the relevant Order Form.

2. **Commencement and Duration.**

2.1. The Agreement is effective on and from the Commencement Date and shall continue for the Initial Subscription Term as set out in an Order Form.

2.2. At the end of the Initial Subscription Term, this Agreement shall automatically renew for successive one-year terms (each, a **Renewal Term** and the Initial Subscription Term and all Renewal Terms together being, the **Term**), unless terminated in accordance with these Terms.

3. **Licence**.

3.1. In consideration for the Customer paying the Fees to RADical, RADical shall:

3.1.1. grant the Customer a non-exclusive, non-transferable licence, without the right to grant sublicences, to access and use the Services during the Term solely for the Permitted Purpose

; and

3.1.2. provide the Support Services to the Customer in accordance with this Agreement and in accordance with reasonable care and skill and in accordance with the Support Service Levels.

3.2. RADical does not warrant that:

3.2.1. the Customer's use of the Services shall be uninterrupted or error free; the Services will meet the Customer's requirements;

3.2.2. the Services will be free from vulnerabilities or viruses; or

3.2.3. use of the Services will produce any specific, pre-agreed results, including that they will ensure compliance with local tax laws or regulations.

3.3. This Agreement shall not prevent RADical from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

3.4. RADical warrants that it has, and will maintain, all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement.

4. **Authorised Users.**

4.1. RADical shall provide the Customer with a means to allow the Customer to make the Services available to its Authorised Users, subject always to those Authorised Users complying with (i) the terms of this Agreement, and/or (ii) any end user licence agreement as required by RADical from time to time.

4.2. The Customer is responsible for the acts and omissions of its Authorised Users as if they were their own.

5. **Customer Obligations.**

5.1. The Customer shall, and shall ensure that each Authorised User shall:

5.1.1. provide RADical with all co-operation, access and information as may be reasonably required by RADical in order to provide the Services;

5.1.2. create a sub-account in RADical's B2B Router Environment to access the Services and acknowledge that their invoice data, company details. Tax IDs and any required personal data will be shared by RADical with B2B Router;

5.1.3. ensure that the invoice, tax and company information submitted (the "**e-invoicing Data**")via the use of the Services is complete and accurate and shall inform RADical immediately if any e-invoicing Data is incorrect or needs updating;

5.1.4. remain liable for the content and legal validity of any e-invoicing Data submitted using the Services;

5.1.5. only use the Services for lawful business purposes;

5.1.6. obtain and maintain all necessary licences, consents, permissions, authorisations, registrations and certifications required to enable the Customer and its Authorised Users to use the Services in accordance with this Agreement; and

5.1.7. at all times and at its own expense comply with all laws and regulations that are applicable to its activities under this Agreement, including all applicable tax or e-invoicing regulations.

6. **Restrictions.**

6.1. The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement:

6.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services in any form or media or by any means; or

6.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or

6.1.3. access all or any part of the Services in order to build a product or service which competes with the Software, the Platform, the Additional Modules or any other aspect of the Services; or

6.1.4. except as permitted under the Agreement, use any part of the Services and/or Documentation to provide services to third parties; or

6.1.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make any part of the Services available to any third party except the Authorised Users, or

6.1.6. attempt to obtain, or assist third parties in obtaining, access to any part of the Services;

6.1.7. upload any sensitive personal data or confidential information to the Software or Platform; or

6.1.8. introduce or permit the introduction of, any virus into any part of the Services, RADical's network or information systems.

6.2. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software, the Platform and any other part of the Services and, in the event of any such unauthorised access or use, promptly notify RADical.

7. **Payment.**

7.1. RADical shall invoice the Customer for the Fees in accordance with the Order Form, or, at the end of the month if the Order Form is silent as to invoicing. The Customer shall pay all invoices issued by RADical within thirty (30) days of the invoice date (the **Due Date**) to a bank account nominated by RADical from time to time. All Fees are exclusive of tax.

7.2. If the Customer has not paid the Fees by the Due Date then, without prejudice to any other rights and remedies of RADical:

7.2.1. RADical may, without liability to the Customer suspend access to any part of or all of the Services for any period during which such amounts remain unpaid; and

7.2.2. interest shall accrue on a daily basis on any unpaid amounts an annual rate equal to 4% over the current base lending rate of HSBC Bank Plc in the UK from time to time, commending on the Due Date and continuing until fully paid, whether before or after judgement.

7.3. All amounts or Fees referred to in this Agreement are payable in pounds sterling, are non-cancellable and non-returnable and are exclusive of value added tax, which will (if applicable) be added to the invoice at the applicable rate.

8. **Intellectual Property**.

8.1. The Customer acknowledges and agrees that RADical and/or its licensors own all Intellectual

Property Rights in all components of the Services, including (without limitation) the Platform and the Software and that each party shall retain ownership of all Intellectual Property Rights owned or used by it prior to the date of this Agreement (**Background IP**). Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of any part of the Services.

8.2. Any new Intellectual Property Rights that arise out of, or in connection with, this Agreement (**Foreground IP**) shall be owned by RADical, and RADical hereby grants the Customer a non-exclusive, perpetual, non-sublicensable licence to use the Foreground IP for the Permitted Purpose. The parties agree that nothing in this Agreement shall be construed to prevent RADical from using its learnings, ideas and knowledge (even if acquired through providing the Services) from carrying out its business activities, or from acquiring, licensing, marketing, distributing, developing for itself or others, or have others develop for it, similar products, services or materials performing the same or similar functions to the Services contemplated by this Agreement or any Order Form, subject always to ensuring that it this does not include the Customer's confidential information or Background IP.

8.3. RADical confirms that it has all the rights in relation to the Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.

8.4. RADical warrants that the Customer's use of the Software, the Platform and receipt of the Services, in accordance with the terms of the Agreement will not infringe the rights, including the Intellectual Property Rights of any third parties.

8.5. The Customer hereby grants RADical a limited, revocable, non-exclusive, non-transferable, worldwide and royalty-free licence to use the Customer's name and trade mark in order to reference the Customer as a customer of on RADical's website and sales and promotion material, including case studies.

8.6. RADical may use any Customer feedback and suggestions for improvement relating to the Software, the Platform or the Services without charge or limitation (**Feedback**). The Customer hereby assigns (or shall or procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to RADical at the time such Feedback is first provided to RADical.

9. **Non-Solicit**

The Customer shall not, without the prior written consent of RADical, at any time from the Commencement Date to the expiry of six months after the termination of this Agreement, solicit or entice away from RADical, or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of RADical in relation to the provision of any part of the Services.

10. **Confidentiality.**

10.1. Each party undertakes that it shall not at any time during the Agreement, and for a period of two years after termination or expiry of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 10.2.

10.2. Each party may disclose the other party's confidential information:

10.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10;

10.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Agreement.

11. **Data Protection**.

11.1. The Customer instructs RADical to process Personal Data in accordance with this clause, and is responsible for providing all notices and obtaining all consents, licences and legal bases required to allow RADical to process Personal Data.

11.2. RADical will:

11.2.1. only process Personal Data in accordance with this clause and the Customer's instructions (unless required by Applicable Law to do otherwise);

11.2.2. not sell, retain or use any Personal Data for any purpose other than as permitted by this clause and the Agreement;

11.2.3. inform the Customer immediately if (in its opinion) any instructions infringe Data Protection Laws;

11.2.4. use appropriate technical and organisational measures below when processing Personal Data to ensure a level of security appropriate to the risk involved;

11.2.5. notify the Customer promptly (and in any event within seventy-two hours) upon becoming aware of any actual or suspected Personal Data breach; and:

11.2.5.1. implement any measures necessary to restore the security of compromised Personal Data;

11.2.5.2. assist the Customer with making any notifications to the relevant supervisory authority and affected data subjects; and

11.2.5.3. continue to provide further information relating to any such breach as details become available;

11.2.6. ensure that anyone authorised to process Personal Data is committed to confidentiality obligations;

11.2.7. promptly provide the Customer with assistance with:

11.2.7.1. data protection impact assessments;

11.2.7.2. responses to data subjects' requests to exercise their rights under Data Protection Laws; and

11.2.7.3. engagement with supervisory authorities;

11.2.8. if requested, provide the Customer with information necessary to demonstrate its compliance with obligations under Data Protection Laws and this clause;

11.2.9. allow for audits at the Customer's reasonable request, provided that audits are limited to once a year and during business hours except in the event of a Personal Data breach; and

11.2.10. return Personal Data upon Customer's written request or delete Personal Data on termination

of the Agreement, unless retention is required by applicable law.

11.2.11. The Customer authorises RADical to sub-processors, including B2B Router when processing Personal Data.

11.2.11.1. RADical will:

11.2.11.1.1. require its sub-processors to comply with equivalent terms as RADical's obligations in this clause;

11.2.11.1.2. not transfer Personal Data to any sub-processor outside the UK, the EEA or an adequate country unless it has implemented an appropriate and legal transfer mechanism; and

11.2.11.1.3. be liable for any acts, errors or omissions of its sub-processors as if they were their own.

11.2.12. RADical may appoint new sub-processors provided that they notify the Customer in writing least sixty (60) days before the appointment is due to take place.

11.2.13. Controller may reasonably object in writing to any future sub-processor. If the parties cannot agree on a solution within a reasonable time, the Customer may terminate the portion of the services which relate to such sub-processing.

12. **Warranties**.

12.1. Subject to the remainder of this clause 12, RADical warrants that: (i) the Software will operate materially in accordance with the Documentation; and (ii) it will provide each of the Services with reasonable care and skill.

12.2. The Software and/or the Platform may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in software and that RADical shall have no liability for any such delays, interruptions, errors or other problems.

12.3. The warranties in clause 12.1 are subject to the limitations set out in below and shall not apply to the extent that any error in the Software, the Platform or any other part of the Services arises as a result of (in whole or in part):

12.3.1. incorrect operation or use of the Software, the Platform or any other part of the Services by the Customer, any Affiliate or any Authorised User (including any failure to follow the Documentation);

12.3.2. use of any of the Services other than for the Permitted Purpose;

12.3.3. use of any of the Services with third party software or services or on equipment with which it is incompatible;

12.3.4. any act by any third party (including hacking or the introduction of any virus or malicious code);

12.3.5. any modification of any part of the Services (other than that undertaken by RADical or at its direction); or

12.3.6. any breach of this Agreement by the Customer (or by any Affiliate or Authorised User).

12.4. Other than as set out in the Agreement, and subject to clause 13 below, all warranties, conditions, terms, undertakings or obligations whether express or implied and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the fullest extent allowed by applicable law.

13. **Liability**.

13.1. Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for death or personal injury caused by negligence, or for fraudulent misrepresentation.

13.2. Subject to Clause 13.1:

13.2.1. RADical shall not be liable, whether in contract (including under any indemnity), in tort (including negligence), under statute or otherwise, under or in connection with the Agreement, for:

13.2.1.1. any loss of profit, loss of sales or business, loss of anticipated savings, loss of use, unavailability or corruption of software, loss of or damage to goodwill, pure economic loss or for any special, indirect or consequential loss howsoever arising; or

13.2.1.2. any regulatory penalties, failed submissions, outages, or compliance issues that arise from B2B Router, government portals, or the Customer's e-invoicing Data.

13.2.2. RADical's total aggregate liability under or in connection with the Agreement shall be limited to the total value of the Fees paid or payable to RADical by the Customer in the twelve (12) months prior to the first event that gave rise to the relevant cause of action.

13.3. The Customer shall indemnify and hold RADical harmless for any losses, damages, costs and expenses incurred by RADical in relation to any third party claim brought or threatened against RADical as a result of the Customer's use of any part of the Services, other than in accordance with the Agreement.

14. **Termination**.

14.1. **Termination of an individual Order Form.** Either party may terminate an Order Form in accordance with its terms.

14.2. **Termination of the Agreement**

14.2.1. For cause. Either party may terminate the Agreement (the **Terminating Party**) with immediate effect by giving written notice to the other Party (the **Terminated Party**) if: (i) any other agreement between the Parties is terminated or expires, (ii) the Terminated Party commits a material breach of the Agreement (which includes non-payment of any amount by the Due Date for), which has not been remedied within ten (10) days of being notified in writing of the material breach (if capable of remedy); (iii) the Terminated Party repeatedly breaches any of the terms of the Agreement; or (iv) the Terminated Party is unable to pay its debts, or becomes insolvent, or goes into administration, or is subject to any analogous event or proceeding in any applicable jurisdiction.

15. **Updates to the Terms.**

15.1. These Terms may be amended by RADical at any time and the latest version of the Terms published on RADical's website at https://space-manager.com/spaceman-e-invoicing-terms-of-service shall be deemed incorporated into the Agreement.

15.2. The Terms will always show the date upon which they were last updated and it is the Customer's responsibility to check the website regularly in case of updates.

16. **Force majeure.**

Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the

performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 8 weeks or more, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

17. **General.**

17.1. RADical shall be entitled to engage subcontractors to deliver the Services on its behalf, without the Customer's prior consent and shall be responsible for the acts and omissions of any sub-contractors as if they were their own.

17.2. The Customer shall not assign, any of its rights and obligations under the Agreement without RADical's prior written consent. RADical may at any time assign, any or all of its rights under the Agreement upon giving written notice to the Customer.

17.3. No variation of the Agreement shall be effective unless it is in writing and signed on behalf of each party by an authorised signatory.

17.4. If any court or administrative body finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected. The parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

17.5. Except for the obligation to pay amounts due under the Agreement, neither party will be liable for any failure or delay in the performance of its obligations under the Agreement due to any cause outside its reasonable control, including (but not limited to) acts of God, war, labour shortage or dispute, governmental act, failure of the internet, hosting provider, manufacturer or equipment failures, computer or malicious attacks, provided that the affected party notifies the other party in writing and uses its reasonable efforts to correct the failure or delay in performance.

17.6. The Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings, representations and agreements between them relating to its subject matter. Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation (or negligent misstatement) based on any statement in the Agreement. Nothing in this clause 17.6 shall limit or exclude any liability for fraud.

17.7. Nothing contained in the Agreement shall be deemed to constitute the relationship of principal and agent nor partnership as between RADical and the Customer or any of its agents or representatives. The Customer (including its employees, agents, representatives and contractors) shall not hold themselves out as agents of RADical or do anything which might cause the Customer, its agents, representatives and contractors to be taken by third parties as acting as an agent or agents of RADical.

17.8. The Agreement is made for the benefit of the parties and (where applicable) their successors and permitted assigns and is not enforceable by any person who is not a party to it, including Authorised Users.

17.9. Any notice or other communication given to a party under or in connection with the Agreement shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or other next business day delivery service at its registered office or its principal place of business; or (ii) sent by email to the address specified by each party to the other from time to time.

17.10. The agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Schedule One
Support Service Levels

Priority 1 — Incident affecting overall security or full operations of the service (completely down or unusable): First response within 1 hour (09:00–17:00 GMT)

Priority 2 — Incident affecting critical functionality or high-performance impact: First response within 1 working day

Priority 3 — General usage enquiries or minor issues not impacting core functionality: First response within 3 working days