

DISPERSE STANDARD TERMS AND CONDITIONS

This Agreement is with DISPERSE.IO LTD ("**Supplier**") and governs the Customer's access to and use of the Platform and the Documentation, and use of the Services (defined below). This Agreement contains the terms and conditions under which the Supplier will provide to the Customer (1) subscription access to and use of the Supplier's proprietary Platform and the Documentation (as defined below), and (2) the Services (defined below) related to the Customer's use of the Platform, each as agreed to by the parties in one or more Order Forms. The parties agree as follows:

BACKGROUND

- (A) The Supplier has developed certain software applications and platforms which it makes available to customers via the internet for the purpose of boosting construction productivity by measuring progress and detecting anomalies on building and construction sites.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service, subject to the terms and conditions of this Agreement.

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

"Agreement" means the Order Forms, these Standard Terms and Conditions, and all annexes and schedules thereto.

"Authorised Users" means those employees, agents and independent contractors of the Customer who are authorised by the Customer to access and use the Platform, as further described in clause 2.4.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Confidential Information" means all information which would reasonably be understood as confidential given its nature or the circumstances of disclosure or which has been marked as confidential, including trade secrets, know-how, fees and contract terms, business and marketing plans, program codes, user names, passwords, product designs, information on business processes, the terms of this Agreement, and any information that is proprietary and identified as Confidential Information in clause 8.6 or clause 8.7.

“Customer Data” means the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Platform or facilitating the Customer's use of the Platform.

“Data Protection Legislation” means the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003, and until the General Data Protection Regulation ((EU) 2016/679) (“**GDPR**”) is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK, and then any successor legislation to the GDPR, the Data Protection Act 2018 or such Regulations.

“Documentation” means the progress reports and other documentation tracking progress made available to the Customer by the Supplier via the Platform (or such other web address notified by the Supplier to the Customer from time to time) or by any other agreed method and any and all updates, modifications, adaptations and derivative works thereof.

“Fees” means the sums set out in the Order Form for the Customer's receipt of the Services, access to the Platform and use of the Documentation.

“H&S Policy” mean the Customer's reasonable health and safety policy that is relevant to the performance of the Services as provided to the Supplier in advance in writing, save where the Supplier reasonably notifies the Customer that such policy is not acceptable.

“Order Form” means a written description of the Platform and the Documentation (as limited by any scope restrictions or the like) or the Services (or both) to be provided to the Customer by the Supplier under this Agreement that refers to this Agreement and is executed by both parties.

“Platform” means the online platform hosted at [as specified in the applicable Order Form] (or on any other website notified to the Customer by the Supplier from time to time) developed by the Supplier for the purpose of providing the Services.

“Platform Terms of Use” means the terms of use of the Platform as available at <https://www.disperse.io/terms-of-use-uk>.

“Project” means the project described in the applicable Order Form.

“Software or Software Products” means the online software applications provided by the Supplier as part of the Platform and any revisions, updates and upgrades thereto.

“Services” means the services as set out in the applicable Order Form in accordance with such functionality as the Supplier, in its sole discretion, offers on the Platform from time to time.

“Standard Terms and Conditions” means these terms and conditions.

“Subscription Term” means the period during which the Customer (and the Authorised User) is authorised to access and use the Platform and the Documentation made available to the Customer via the Platform (or such other web address notified by the Supplier to the Customer from time to time) or by any other agreed method, which period is set forth in the applicable Order Form.

“VAT” means value added tax chargeable in the United Kingdom or any similar or equivalent tax that may replace VAT in the future.

“Year” means a 12-month period commencing with the date of this Agreement or an anniversary of it.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.9 A reference to writing or written includes faxes and e-mail.
- 1.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

2. APPOINTMENT AND PROVISION OF PLATFORM

- 2.1 The Customer appoints the Supplier to carry out the Services, subject to the terms and conditions of this Agreement.
- 2.2 The Supplier shall provide the Platform from the date specified in the applicable Order Form.
- 2.3 Subject to the Customer complying with the terms of this Agreement, the Supplier hereby grants to the Customer a revocable, non-exclusive, non-transferable licence, without the right to grant sub-licences, to permit the Authorised Users to access and use the Platform and the Documentation during the Subscription Term solely for the Customer's internal business operations and only in connection with the Project (except where otherwise agreed in writing).
- 2.4 The Customer undertakes that:

- (a) it will comply with the Platform Terms of Use as if it were an Authorised User, and that it will procure that each Authorised User accepts and complies with the Platform Terms of Use and will be responsible for any Authorised User's breach of such Terms of Use;
- (b) it will not license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform, the Software and/or the Documentation available to any third party, except the Authorised Users as expressly permitted in this Agreement;
- (c) it will not attempt to obtain, or assist third parties in obtaining, access to the Platform, the Software and/or the Documentation other than as expressly permitted in this Agreement;
- (d) it will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Platform, the Software and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier in writing;
- (e) it will not allow or suffer any Authorised User's Platform account to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Platform;
- (f) it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
- (g) it shall permit the Supplier or the Supplier's designated auditor to audit the Customer in order to establish the identity and number of the Authorised Users using the Platform. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
- (h) if any of the audits referred to in clause 2.4(g) reveal that any password has been provided to any organisation or individual who is not an Authorised User, or an Authorised User who is no longer an employee, agent or independent contractor connected with the Customer, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and accounts and the Supplier, at its sole discretion, may decide not to issue any new passwords to any such individual or organisation.

2.5 The Customer shall not (and shall procure that Authorised Users do not):

- (a) 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:
 - (i) attempt to copy, modify, duplicate, create derivative Platform from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of

the Platform, Software and/or Documentation (as applicable) in any form or media or by any means; or

- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform and/or Software; or
- (iii) attempt to extract, scrape, re-sell or otherwise use any data contained on the Platform except as expressly provided for in this Agreement; or
- (b) access all or any part of the Platform in order to build a product or service which competes with the Platform and/or any other services offered by the Supplier; or
- (c) use the Platform and/or Documentation to provide services to third parties, except as contemplated by this Agreement; or
- (d) subject to the provisions of this Agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Platform and/or Documentation available to any third party, except the Authorised Users; or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Platform and/or Documentation, other than as provided under this clause 2.

2.6 Without prejudice to any of its other rights and liabilities, the Supplier reserves the right to suspend access to the Platform, Documentation or Services if it believes that the Customer is in breach of any of the terms or this Agreement, or that an Authorised User has failed to comply with any of the Platform Terms of Use.

3. CUSTOMER DATA

3.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.

3.2 The Customer shall regularly (and no less than weekly) back up and archive the Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable).

3.3 The Supplier shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data available at <https://disperse.io/policies/> or such other website

address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.

- 3.4 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 3.5 The parties acknowledge that:
- (a) if the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the controller and the Supplier is the processor for the purposes of the Data Protection Legislation (where “**data subject**”, “**controller**” and “**processor**” have the meanings as defined in the Data Protection Legislation).
 - (b) Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data (as defined in the Data Protection Legislation, “**Personal Data**”) and categories of data subject.
 - (c) the Personal Data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this Agreement.
- 3.6 Without prejudice to the generality of clause 3.43.3, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Agreement so that the Supplier may lawfully use, process and transfer the Personal Data in accordance with this Agreement on the Customer's behalf.
- 3.7 Without prejudice to the generality of clause 3.43.3, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Agreement:
- (a) process that Personal Data only on the documented written instructions of the Customer unless the Supplier is required by any applicable Data Protection Legislation to process any Personal Data;
 - (b) not transfer any Personal Data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

- (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
 - (c) assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (d) notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - (e) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
 - (f) maintain complete and accurate records and information to demonstrate its compliance with this clause 3.
- 3.8 Each party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 3.9 The Customer consents to the Supplier appointing **Disperse.io d.o.o.** with an office at Fra Anđela Zvizdovića 1, Sarajevo, 71000 Bosnia & Herzegovina as a third-party processor of personal data under this Agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 3 and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 3.
- 3.10 The Supplier may, at any time on not less than 30 days' notice, revise this clause 3 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

4. SUPPLIER'S OBLIGATIONS

- 4.1 The Supplier undertakes that the Platform will be made available substantially in accordance with the specifications set out in the applicable Order Form and that the Services will be carried out with reasonable skill and care.
- 4.2 The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Platform and/or Documentation contrary to the Supplier's instructions, or modification or alteration of the Platform and/or Documentation by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Platform and/or Documentation do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1.
- 4.3 The Supplier does not warrant the Services will capture all issues on the site(s) or that the Customer's use of the Platform will be uninterrupted or error-free; or that the Platform, Documentation and/or the information obtained by the Customer through the Platform will meet the Customer's requirements.
- 4.4 The Supplier is not responsible for any unauthorised access to any Authorised User's Platform account.
- 4.5 The Supplier shall use its reasonable endeavours to maintain the availability and functionality of the Platform, but the Supplier makes no guarantee as to uptime or the availability of the Platform. The Supplier shall use its reasonable endeavours to fix any faults or errors with the Platform as soon as reasonably practicable upon becoming aware of an error or fault with the Platform.
- 4.6 The Supplier 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 the Customer acknowledges that the Platform may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.7 This Agreement shall not prevent the Supplier 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.
- 4.8 The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

- 4.9 The Supplier shall use its reasonable endeavours to comply with: (i) the H&S Policy while on any Customer site(s); and (ii) any other reasonable Customer policy made available to and approved by the Supplier in advance in writing.

5. CUSTOMER'S OBLIGATIONS

- 5.1 The Customer shall:

- (a) provide the Supplier with:
 - (i) all necessary co-operation in relation to this Agreement; and
 - (ii) all necessary access to such information and premises as may be required by the Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services and access to the site(s);
- (b) without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- (c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
- (e) ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
- (f) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

6. FEES AND PAYMENT

- 6.1 In consideration of the Supplier's provision of the Services and the Platform, the Customer shall pay the Fees. The Fees are exclusive of VAT.
- 6.2 The Fees are payable under the payment terms as set out in the applicable Order Form.

- 6.3 The Customer shall pay the Supplier all sums due under the invoices which the Supplier submits to the Customer without deduction, set-off or other withholding within 30 days of the date of each invoice (the “**due date**”).
- 6.4 If the Supplier has not received payment by the due date, and without prejudice to any other rights and remedies of the Supplier:
- (a) the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Platform and the Supplier shall be under no obligation to provide any or all of the Services while the invoices concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7. PROPRIETARY RIGHTS

- 7.1 The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Software, Platform and the Documentation, which includes without limitation any data, information, analysis, reports or other output produced by or on behalf of the Supplier in connection with the Platform and/or the Documentation. 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 the Software, Platform or the Documentation.
- 7.2 The Customer and its licensors shall retain ownership of all intellectual property rights in the Customer Data. The Customer hereby gives the Supplier an irrevocable and perpetual non-exclusive licence to use the Customer Data for the purposes of:
- (a) providing the Platform, Documentation and Services;
 - (b) improving the Supplier’s services(including the Services, Software, Platform and/or Documentation).
- 7.3 The Customer shall indemnify the Supplier for any claims (whether actual or threatened), actions, losses, damage, expenses and costs (including legal costs) which the Supplier suffers or incurs as a result of a claim or threatened claim by a third party that alleges its intellectual property rights have been infringed or breached due to the acts or omissions of the Customer in respect of this Agreement.

8. CONFIDENTIALITY

- 8.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations and/or to receive the Services under this Agreement. A party's Confidential Information shall not be deemed to include information that:
- (a) is or becomes publicly known other than through any act or omission of the receiving party;
 - (b) was in the other party's lawful possession before the disclosure;
 - (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
 - (d) is independently developed by the receiving party, which independent development can be shown by written evidence.
- 8.2 Subject to clause 8.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
- 8.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
- 8.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 8.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 8.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 8.6 The Customer acknowledges that details of the Services, the Software, the Platform, the results of any performance tests of the Platform, the Fees, the Documentation and any information or documentation designated as "confidential" constitutes the Supplier's Confidential Information.
- 8.7 The Supplier acknowledges that the Customer Data and any information or documentation designated as "confidential" is the Confidential Information of the Customer.
- 8.8 No party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory

authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

8.9 The above provisions of this clause 8 shall survive termination of this Agreement, however arising.

9. LIABILITY AND INDEMNITY

9.1 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Platform by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Platform, or any actions taken by the Supplier at the Customer's direction;
- (b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- (c) the Platform, the Software and the Documentation are provided to the Customer on an "as is" basis.

9.2 Nothing in this Agreement shall exclude either party's liability for: (i) death or personal injury caused by its negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other type of liability which cannot by law be excluded or limited.

9.3 Subject to clause 9.1 and clause 9.2, the Supplier's total aggregate liability under or in connection with this Agreement and all Order Forms, whether in contract, tort (including negligence), for breach of statutory duty or howsoever arising, shall be limited to the amount of the Fees received by the Supplier from the Customer under this Agreement during the 12 months immediately preceding the date on which the claim arose.

9.4 Subject to clause 9.1 and clause 9.2, the Supplier shall not be liable under or in connection with this Agreement, whether in contract, tort (including negligence), for breach of statutory duty or howsoever arising, for:

- (a) loss of profit;
- (b) loss of business, use, anticipated profit, contracts, revenues or anticipated savings;
- (c) loss of data or use of data;
- (d) damage to the Customer's goodwill or reputation; or
- (e) consequential, special or indirect loss or damage,

even if the Customer has been advised of the possibility of such loss or damage.

- 9.5 The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Platform, the Software and/or the Documentation, provided that:
- (a) the Customer is given prompt notice of any such claim; and
 - (b) the Supplier provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense.
- 9.6 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Platform or Documentation infringe any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) the Supplier is given prompt notice of any such claim;
 - (b) the Customer provides reasonable co-operation to the Supplier in the defense and settlement of such claim, at the Supplier's expense; and
 - (c) the Supplier is given sole authority to defend or settle the claim.
- 9.7 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer under clause 9.6 or otherwise to the extent that the alleged infringement is based on:
- (a) a modification of the Platform, the Software or the Documentation by anyone other than the Supplier; or
 - (b) the Customer's use of the Platform, the Software or the Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - (c) the Customer's use of the Platform, the Software or the Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

10. NON-EXCLUSIVITY

The Supplier reserves the right to work for, be retained by and/or to otherwise provide services (inclusive of the Platform, the Software and the Services) to other customers in a business which competes directly or indirectly with the business of the Customer, subject to the confidentiality provisions contained in clause 8 above. Where the Supplier agrees with the Customer that it will work exclusively for the Customer in a defined area of business for a defined period or that it will reject work for a competing client, the Supplier shall be entitled to charge a fee for such exclusivity.

11. TERM AND TERMINATION

- 11.1 This Agreement shall commence on the first Order Form Effective Date and shall continue, until there are no active Order Forms or this Agreement is terminated earlier in accordance with this

Agreement (the “**Agreement Term**”). Termination of this Agreement will terminate all Order Forms.

- 11.2 The term of each Order Form shall begin on the date identified in the applicable Order Form or, if such date is not identified, on the date the Order Form is fully executed (“**Order Form Effective Date**”) and continue until the later of the end of the Subscription Term set forth on such Order Form, if any, and completion of the specified Services.
- 11.3 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (c) the other party passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect or becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors or has a liquidator, receiver, administrator, administrative receiver, manager, trustee or similar officer appointed over any of its assets or ceases, or threatens to cease, to carry on business; or
 - (d) the other party is subject to any event analogous to those set out in clause 11.3(c) above in any jurisdiction.
- 11.4 All Fees and other sums payable by the Customer to the Supplier under this Agreement which are outstanding as at the date of termination, including without limitation all invoices for the Fees rendered by the Supplier during the notice period set out in clause 11.1 above (“**Notice Period**”), shall become due and payable by the Customer immediately on the expiration of the Notice Period.
- 11.5 On termination of this Agreement for any reason:
- (a) all licences granted to the Customer under this Agreement shall immediately terminate; and
 - (b) the Customer shall immediately cease all use of the Platform, the Software and the Documentation.

12. NOTICES

- 12.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address

set out in this Agreement, or such other address as may have been notified by that party for such purposes.

- 12.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

13. FORCE MAJEURE

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, caused directly or indirectly by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, epidemic or pandemic, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

14. GENERAL

- 14.1 If there is any conflict or inconsistency between any of the provisions in the main body of this Agreement and the schedules thereto, the provisions in the schedules thereto shall prevail.
- 14.2 The Supplier may change the terms of this Agreement on 14 days' notice to the Customer. The Customer may object to the change in writing within the 14-day notice period. If the Customer does object, then both parties will work to reach a mutually agreed solution. No other variation of the terms of this Agreement shall be effective unless it is in writing and accepted by the Supplier in writing.
- 14.3 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.4 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under clause this 14.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 14.5 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and

understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this 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 this Agreement.

- 14.6 The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 14.7 Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.8 This Agreement does not confer any rights on any person or party (other than the parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 14.9 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.10 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims), save in respect of interim relief or enforcement of judgments where their jurisdiction shall be non-exclusive.

Schedule 1 PERSONAL DATA PROCESSING

PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. Processing by the Supplier

1.1 Scope

Processing of Personal Data is required in order to ensure that the Supplier can effectively deliver the contract to provide the Services to the Customer.

1.2 Nature

The nature of the processing means any operation such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.

1.3 Purpose of processing

To enable the Customer's access onto the Platform as part of the provision of the Services.

1.4 Duration of the processing

Starting with the sharing of log-in details to the Authorised User, until requested, with processing of Personal Data by the Supplier only continuing for as long as necessary for the provision of the Services to the Customer and/or for the Customer to comply with contractual or legal data retention requirements in relation to its project sites and clients.

1.5 Types of Personal Data

These include personal data associated with each user's log-in account, including their name, email address, IP address and user activity.

1.6 Categories of Data Subject

The Customer's end-users – Authorised Users of the Platform.
