

**TERMS OF ACCESS**  
**VERSION 2.0**  
**LAST REVISED ON: July 14th 2025**

The following terms of service ("Agreement") govern your access to the Frontera service, and are deemed to apply if you install or use the Frontera application or use any of the products or services we provide through our application, software or website (all of which are referred to collectively herein as the "Frontera Technologies"). The Frontera Technologies are licensed and operated by BMNT Ltd incorporated in England (registered number 12638967, **Chancery House, 53-64 Chancery Lane, London, United Kingdom, WC2A 1QS**) (referred to herein as "we," "us," "our," "Frontera" or "BMNT"), under license from Frontera which has developed the Frontera applications and services. Frontera has been developed for use in connection with a variety of devices and platforms, including without limitation, Windows, Mac, iPhone, iPad, Kindle Fire, Android, Windows phone, Chrome, Safari, Firefox, Slack and other mobile devices, software, software platforms and computers.

THESE TERMS OF ACCESS ("**TERMS**") SET FORTH THE LEGALLY BINDING TERMS AND CONDITIONS THAT GOVERN YOUR ACCESS (AND THAT OF YOUR EMPLOYEES, STAFF OR OTHER PERSONS YOU ALLOW TO ACCESS THE SERVICE ON YOUR BEHALF "AUTHORISED USERS") AND USE OF THE FRONTERATECHNOLOGIES. BY ACCESSING OR USING (OR ALLOWING ACCESS TO OR USE OF) THE FRONTERA TECHNOLOGIES, YOU ARE ACCEPTING THESE TERMS (ON BEHALF OF YOURSELF, THE ENTITY THAT YOU REPRESENT AND YOUR AUTHORISED USERS), AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THESE TERMS (ON BEHALF OF YOURSELF OR THE ENTITY THAT YOU REPRESENT). YOU MAY NOT ACCESS OR USE THE INSIGHT TECHNOLOGIES OR ACCEPT THE TERMS IF YOU ARE NOT AT LEAST 18 YEARS OLD (NOR MAY YOU GRANT ACCESS TO ANY PERSON WHO IS UNDER 18 YEARS OF AGE). IF YOU DO NOT AGREE WITH ALL OF THE PROVISIONS OF THESE TERMS, DO NOT ACCESS AND/OR USE THE FRONTERA TECHNOLOGIES.

## **1. ACCOUNTS**

**1.1 Account Creation.** We will create accounts for you ("**Account**") and for your authorised users. An account may require certain limited personal information limited to name, job title and email address. We may suspend or terminate your Account or the Account of an Authorised User ("Client Accounts") in accordance with Section 7.

**1.2 Account Responsibilities.** You are responsible for maintaining (or procuring the maintenance of) the confidentiality of your Client Accounts login information and are fully responsible for all activities that occur under your Client Accounts. You agree to immediately notify us of any unauthorised use, or suspected unauthorised use of any of your Client Accounts or any other breach of security. We cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements.

## **2. ACCESS TO THE LASER EYE TECHNOLOGIES**

**2.1 License.** Access to Frontera Technologies pursuant to an agreement to purchase an Frontera campaign (Purchase) and associated services and access is granted subject to both the payment of applicable Purchase fees and these Terms, we grant you a non transferable, non exclusive, revocable, limited license to use and access the Frontera Technologies solely for your internal business purposes, or as specified in an Order, with no right of commercial use. .

**2.2 Certain Restrictions.** The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Frontera Technologies, whether in whole or in part, or commercially any content displayed on the Frontera Technologies; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Frontera Technologies; (c) you shall not access the Frontera Technologies in order to build a similar or competitive website, product, or service; and (d) except as expressly stated herein, no part of the Frontera Technologies may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means.

Unless otherwise indicated, any future release, update, or other addition to functionality of the Frontera Technologies shall be subject to these Terms. All copyright and other proprietary notices on the Frontera Technologies (or on any content displayed on the Frontera Technologies) must be retained on all copies thereof.

**2.3 Modification.** We may (at our discretion): (i) discontinue Frontera either in response to unforeseen circumstances beyond our control, to comply with a legal requirement, or due to a change of business strategy; or (ii) change the technical specification or functionality of the Services (a "Change").

(a) We will where possible give reasonable prior notice of any Change.

(b) If we discontinue Frontera in this way before the end of any term you have paid for, we will refund any portion of fees pre-paid.

**2.4 No Support or Maintenance.** You acknowledge and agree that we will have no obligation to provide you with any support or maintenance in connection with the Frontera Technologies other than as specified in the Customer Success programme.

**2.5 Ownership.** Excluding any User Content that you may provide (defined below), you acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, and trade secrets, in the Frontera Technologies and its content are owned by us or our licensors or suppliers. Neither these Terms (nor your access to the Frontera Technologies) transfers to you or any third party any rights, title or interest in or to such intellectual property rights, except for the limited access rights expressly set forth in Section 2.1. We and our licensors and suppliers reserve all rights not granted in these Terms. There are no implied licenses granted under these Terms.

### 3. USER CONTENT

**User Content** means content added to Frontera by you (or at your direction by an Authorised User or otherwise) (or otherwise sent to us).

**Data Protection Legislation** means the UK Data Protection Act 2018 and related subordinate legislation, as may be amended, updated or re-enacted from time to time, together with the GDPR for such time as it remains applicable in the UK.

**3.1** As between the parties you shall own the User Content and you shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the User Content. We shall be entitled, on a perpetual and irrevocable basis, to create anonymised data from the User Content for the purposes of research, analysis and developing and improving its services, and the exploitation of such anonymised data, and shall own all right, title and interest in such anonymised data.

**3.2** You will procure that User Content does not include any sensitive personal data (as that term is defined in the Data Protection Legislation).

**3.3** To the extent personal data is provided we shall process the personal data only in accordance with these Terms and any lawful instructions reasonably given by you from time to time; the scope, nature and purpose of any processing by us is for the provision of the Frontera services; the type of personal data will be the personal data contained within the User Content which is required to provide the Services; the categories of data subjects are the Authorised Users; and the duration of the processing is concurrent with the duration of your use of Frontera; all individuals involved in the provision of the Services on our behalf shall be subject to appropriate obligations of confidentiality.

**3.4 Acceptable Use Policy.** The following terms constitute our "Acceptable Use Policy":

(a) You agree not to (and to procure that Authorised Users do not) use the Frontera Technologies to collect, upload, transmit, display, or distribute any User Content (i) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (ii) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive, promotes racism, bigotry, hatred, or physical harm of any kind

against any group or individual or is otherwise objectionable; (iii) that is harmful to minors in any way; or (iv) that is in violation of any law, regulation, or obligations or restrictions imposed by any third party.

**(b)** In addition, you agree not to and to procure that Authorised Users do not: (i) upload, transmit, or distribute to or through the Frontera Technologies any computer viruses, worms, or any software intended to damage or alter a computer system or data; (ii) interfere with, disrupt, or create an undue burden on servers or networks connected to the Frontera Technologies, or violate the regulations, policies or procedures of such networks; (iii) attempt to gain unauthorised access to the Frontera Technologies (or to other computer systems or networks connected to or used together with the Frontera Technologies), whether through password mining or any other means; (iv) harass or interfere with any other user's use and enjoyment of the Frontera Technologies..

**3.5 Enforcement.** We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Acceptable Use Policy or any other provision of these Terms or otherwise create liability for us or any other person. Such action may include removing or modifying your User Content, terminating your Account in accordance with Section 7, and/or reporting you to law enforcement authorities.

**3.6 Feedback.** If you or an Authorised User provides us with any feedback or suggestions regarding the Frontera Technologies ("**Feedback**"), you hereby assign (or procure that the Authorised User assigns) to us all rights in such Feedback and agree that we shall have the right to use and fully exploit such Feedback and related information in any manner it deems appropriate. We will treat any Feedback provided to us as non-confidential and non proprietary. You agree that you will not submit (and will procure that no Authorised User submits) to us any information or ideas that you consider to be confidential or proprietary.

**4. INDEMNIFICATION.** You agree to indemnify and hold us (and our officers, employees, and agents) harmless, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of (a) your violation of these Terms, or (b) your User Content. Company reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defence of these claims. You agree not to settle any matter without the prior written consent of Company. Company will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

## **5. OTHER USERS**

### **5.1 DISCLAIMERS**

THE FRONTERA TECHNOLOGIES ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, AND WE (AND OUR LICENSORS) EXPRESSLY DISCLAIM TO THE EXTENT LEGALLY POSSIBLE ANY AND ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT. WE (AND OUR LICENSORS) MAKE NO WARRANTY THAT THE FRONTERA TECHNOLOGIES WILL MEET YOUR REQUIREMENTS, WILL BE AVAILABLE ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS, OR WILL BE ACCURATE, RELIABLE, FREE OF VIRUSES OR OTHER HARMFUL CODE, COMPLETE, LEGAL, OR SAFE.

## **6. LIMITATION ON LIABILITY**

**6.1** You assume sole responsibility for results obtained from the use of the Frontera Technologies, and for conclusions drawn from such use. We shall have no liability for any damage caused by errors or omissions in any information, instructions or results provided;

**6.2** 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;

**6.3** The Frontera Technologies are provided to you on an "as is" basis.

**6.4** Nothing in this agreement excludes our liability for:

- (a)** for death or personal injury caused by our negligence; or
- (b)** for fraud or fraudulent misrepresentation.

**6.5** We shall not be liable whether in tort (including for breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, lost data, costs of procurement of substitute products or pure economic loss, or for any special, indirect, or consequential loss, costs, damages, charges or expenses however arising under this agreement; and

**6.6** SUBJECT TO 6.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW OUR TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL FEES PAID FOR THE SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**7. TERM AND TERMINATION.** Subject to this Section, these Terms will remain in full force and effect while you use the Frontera Technologies. We may suspend or terminate your rights to use the Frontera Technologies (including Authorised User's Accounts) at any time for any reason at our sole discretion, including for any use of the Frontera Technologies in violation of these Terms. Upon termination of your rights under these Terms, your Account (Authorised User's accounts) and right to access and use the Frontera Technologies will terminate immediately. You understand that any termination may involve deletion of your User Content. We will not accept any liability whatsoever to you for any termination of your rights under these Terms, including for termination or deletion of your User Content. Even after your rights under these Terms are terminated, the following provisions of these Terms will remain in effect: Sections 2.2 through 2.5, Section 3 and Sections 4 through 10.

## **8. GENERAL**

**8.1 Changes.** These Terms are subject to occasional revision, and if we make any substantial changes, we will notify you by sending you an e-mail to the last e-mail address you provided to us (if any), and/or by prominently posting notice of the changes on our Frontera Technologies. You are responsible for providing us with your most current e-mail address. In the event that the last e-mail address that you have provided us is not valid, or for any reason is not capable of delivering to you the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice of the changes described in the notice. Any changes to these Terms will be effective upon the earlier of thirty (30) calendar days following our dispatch of an e-mail notice to you (if applicable) or thirty (30) calendar days following our posting of notice of the changes on our Frontera Technologies. These changes will be effective immediately for new users of our Frontera Technologies. Continued use of our Frontera Technologies following notice of such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes.

### **8.2 Dispute Resolution.**

## **9. DISPUTE RESOLUTION.**

**9.1** If any dispute arises in connection with this agreement, representatives of each of the parties with authority to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.

**9.2** If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing ('ADR notice') to the other party[ies] to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than [28] days after the date of the ADR notice. **(a)**

Except as provided below no party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided (i) that the right to issue proceedings is not prejudiced by a delay and (ii) in any event a party shall be entitled to apply for injunctive relief at any time.

**9.3 Export.** You shall not (and shall procure that an Authorised User shall not) export, directly or indirectly, any technical data acquired from Frontera Technologies (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations ("Export Control Laws"), to any country for which the government or any agency thereof at the time of export requires an export licence or other governmental approval without first obtaining such licence or approval. .

#### **9.4 GENERAL**

**(a)** We warrant that in relation to this Agreement we have acted in compliance with all applicable anti-money laundering, anti-terrorist, and anti-corruption laws including the Bribery Act 2010 and it has policies, procedures, internal controls and systems in force that are reasonably designed to ensure such compliance.

**(b)** If we choose to waive any particular right it has under the Agreement on any particular occasion, this does not prevent it from exercising that right on another occasion.

**(c)** Any notice, report, approval or consent required or permitted hereunder shall be in writing and sent by first class mail, confirmed facsimile, or major commercial rapid delivery courier service to the address specified in the applicable Order.

**(d)** If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.

**(e)** This Agreement and any executed Order, together with any confidentiality or non disclosure agreement entered into by and between the parties, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. Each party agrees that it 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

**9.5** Nothing in this Agreement shall create or confer any rights or other benefits whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise in favour of any person other than the parties to this Agreement.

**9.6** We shall have no liability to you under this Agreement if we are prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control including acts of god, war or threat of war, terrorist attack, imposition of sanctions, embargo, civil commotion, industrial dispute or interruption or failure of any utility service where that failure could not have been prevented or overcome by us acting reasonably and prudently.

**9.7** Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as an agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

**9.8 Copyright/Trademark Information.** Copyright © 2022 BMNT Ltd and/or Frontera. All rights reserved. All trademarks, logos and service marks ("**Marks**") displayed on the Frontera Technologies are our property or the property of other third parties. You are not permitted to use these Marks without our prior written consent or the consent of such third party which may own the Marks.

## 10. LAW AND JURISDICTION

**10.1** This Agreement shall be governed by English law. If either party requires to raise court proceedings in relation to any such dispute then the English courts shall have exclusive jurisdiction under this Agreement in relation to those proceedings.

BMNT Professional Services Terms

### **THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSE 8 (LIMITATION OF LIABILITY)**

#### **1. INTERPRETATION**

**THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN THESE CONDITIONS.**

##### **1.1 Definitions:**

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

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause 5 (Charges and payment).

**Commencement Date:** has the meaning given in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 11.5.

**Contract:** the contract between BMNT and the Customer for the supply of Services in accordance with these Conditions.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Customer:** the person or firm who purchases Services from BMNT.

**Customer Default:** has the meaning set out in clause 4.2.

**Data Protection Legislation:** means the UK Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the GDPR and any other applicable regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the UK Information Commissioner together with any replacement, successor or modifying legislation, regulations, guidance and codes of practice.

**Data Subject:** means the same as the term of this name set out in the Data Protection Act 2018

**Deliverables:** any tangible output from Services and as may be further detailed in the Order.

**GDPR:** means the General Data Protection Regulation (2016/679)

**Frontera:** the discovery and analysis service for innovation offered as cloud Software-as-a-Service (SaaS) as more particularly described in Frontera Service Definition Document.

**Intellectual Property Rights:** patents, utility models, rights to inventions,

copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill

## BMNT Professional Services Terms

and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

**Order:** the Customer's order for Services as set out in the Customer's purchase order form.

**Services:** the professional consulting services delivered in support of Frontera, including the Deliverables, supplied by BMNT to the Customer as set out in the Schedule.

**Supplier:** BMNT Ltd registered in England and Wales with company number 126389, Chancery House, 53-64 Chancery Lane, London, United Kingdom, WC2A 1QS.

### 1.2 Interpretation:

- (a) A reference to legislation or a legislative provision:
  - (i) is a reference to it as it is in force as at the date of this Contract;  
and
  - (ii) shall include all subordinate legislation made at the date of this Contract under that legislation or legislative provision.
- (b) Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to **writing** or **written** includes faxes and emails.

## 2. BASIS OF CONTRACT

- 2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when BMNT issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### 3. SUPPLY OF SERVICES

- 3.1 BMNT shall supply the Services to the Customer in accordance with the Specification in all material respects.
- 3.2 BMNT shall use all reasonable endeavours to meet any performance dates specified in an Order, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3 BMNT reserves the right to amend the specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services.
- 3.4 BMNT warrants to the Customer that the Services will be provided using reasonable care and skill.

### 4. CUSTOMER'S OBLIGATIONS

#### 4.1 The Customer shall:

- (a) co-operate with BMNT in all matters relating to the Services;
  - (b) provide BMNT, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required;
  - (c) provide BMNT with such information and materials as it may reasonably require, and ensure that such information is complete and accurate in all material respects;
  - (d) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
  - (e) comply with any additional obligations as set out in the Specification.
- 4.2 If BMNT's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("Customer Default"), it may suspend its performance of the Services until the Customer remedies the Customer Default, and may rely on such Customer Default to relieve it from the performance of any of its obligations, in each case, to the extent the Customer Default prevents or delays BMNT's performance of any of its obligations;

BMNT shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from its failure or delay to perform any of its obligations as set out in this clause 4.2; and the Customer shall reimburse BMNT on written demand for any costs or losses sustained or incurred by BMNT arising directly or indirectly from the Customer Default.

### 5. CHARGES AND PAYMENT



5.1 The Charges for the Services are on a fixed cost basis as specified in the Order.

BMNT shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals engaged in connection with the Services deliver including travelling expenses, hotel costs, subsistence

5.2 BMNT shall invoice the Customer in three equal tranches as follows:

- (a) contract award;
- (b) on conclusion of discovery and set up (prior to running campaign and initial analysis)
- (c) prior to delivery of complete accelerator

5.3 The Customer shall pay each invoice submitted by BMNT within 30 days of the date of the invoice; in full and in cleared funds to the bank account nominated on the invoice and time for payment shall be of the essence of the Contract.

5.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time  
**(VAT)..**

5.5 If the Customer fails to make a payment under the Contract by the due date, then, without limiting any other remedies under clause 9, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 5.5 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

5.6 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1 Each party retains all Intellectual Property Rights in any and all intellectual property owned by or licensed to that party and developed or obtained before or independently of the Agreement (Background IPR).

6.2 BMNT grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business (with no right to sub-license, assign or otherwise transfer the rights).

## **7. DATA PROTECTION**

7.1 In this clause, the terms "Data", "Personal Data", "Controller", "Processor", "Data Subject", "Personal Data Breach" and "Process" or "Processing" have the same

meanings as used in the Data Protection Legislation.

7.2 Each Party agrees that it will become the Controller of all Personal Data which the other Party discloses to it whether pursuant to the performance of each Parties' obligations under this Agreement or otherwise and that it will comply with all its applicable requirements of the Data Protection Legislation and procure that any of its employees, agents and processors involved with the processing of any such data shall comply likewise. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. Neither Party shall perform their obligations under this Agreement in such a way as to cause the other party to breach Data Protection Legislation.

7.3 Without prejudice to the obligations set out in clause 7.2, each Party shall ensure that it will not disclose any Personal Data to the other Party without either the consent of the Data Subjects in question or as otherwise permitted under Data Protection Legislation and shall also ensure that it will provide the information required under Art 14 of the GDPR to the Data Subjects on behalf of the other Party

7.4 Each party shall, without undue delay but in any event within 48 hours of discovery, notify the other in the event that it becomes aware of any Personal Data Breach involving any Personal Data which that party has obtained from the other. In such event, each Party will provide the other with the resources and assistance reasonably required by it, including such information as may be requested by it in accordance with Data Protection Legislation.

7.5 Neither Party shall transmit any Personal Data disclosed to it by the other Party and related to the performance of this Agreement to a country or territory outside the United Kingdom unless permitted to do so under Data Protection Legislation.

7.6 Each Party shall indemnify the other Party against any liability whatsoever arising out of a breach by it of this clause or any Data Protection Legislation.

## **8. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**

8.1 BMNT has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £100,000 per claim. The limits and exclusions in this clause reflect the insurance cover BMNT has been able to arrange and

the Customer is responsible for making its own arrangements for the insurance of any excess loss.

8.2 References to liability in this clause 8 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

8.3 Neither party may benefit from the limitations and exclusions set out in this clause

in respect of any liability arising from its deliberate default.

8.4 Nothing in this clause 8 shall limit the Customer's payment obligations under the Contract.

8.5 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

8.6 Subject to clause 8.3 (No limitation in respect of deliberate default), clause 8.4 (No limitation of customer's payment obligations) and clause 8.5 (Liabilities which cannot legally be limited), this clause 8.7 sets out the types of loss that are wholly excluded:

- (a) loss of profits
- (b) loss of sales or business.
- (c) loss of agreements or contracts.
- (d) loss of anticipated savings.
- (e) loss of use or corruption of software, data or information.
- (f) loss of or damage to goodwill; and
- (g) indirect or consequential loss.

8.7 Unless the Customer notifies the Supplier that it intends to make a claim in respect of an event within the notice period, the Supplier shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

8.8 This clause 8 shall survive termination of the Contract.

## **9. TERMINATION**

9.1 Without affecting any other right or remedy available to it, either party may terminate the Contract by giving the other party three months' written notice.

9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 21 days of that party being notified in writing to do so;
- (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

9.3 Without affecting any other right or remedy available to it, BMNT may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

9.4 Without affecting any other right or remedy available to it, BMNT may suspend the supply of Services under the Contract or any other contract between the Customer and BMNT if

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer becomes subject to any of the events listed in clause 9.2(c) to clause 9.2(d), or BMNT reasonably believes that the Customer is about to become subject to any of them; and
- (c) the BMNT reasonably believes that the Customer is about to become subject to any of the events listed in clause 9.2(b).

## **10. CONSEQUENCES OF TERMINATION**

10.1 On termination or expiry of the Contract:

- (a) the Customer shall immediately pay to BMNT all of BMNT's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, BMNT shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of BMNT Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then BMNT may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose

not connected with the Contract.

10.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## **11. GENERAL**

11.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

11.2 **Assignment and other dealings.**

- (a) Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of BMNT.

11.3 **Confidentiality.**

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 11.3(b).

- (b) Each party may disclose the other party's confidential information:

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BMNT Professional Services Terms

- (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. 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 11.3; and

- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

11.4 **Entire agreement.**

- (a) The Contract 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.

(b) Each party acknowledges that in entering into the Contract 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 Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

**11.5 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**11.6 Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**11.7 Severance** If any provision or part-provision of the Contract 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 Contract deleted under this clause 11.7 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.

**11.8 Notices.**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by fax to its main fax number or sent by email to the address specified in tbd

(b) Any notice shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this *clause* 11.8(b)(iii), business

hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

#### 11.9 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

11.10 **Governing law.** The Contract, 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.

11.11 **Jurisdiction.** 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 the Contract or its subject matter or formation.

#### Professional services Frontera Problem Curation

**Problem Curation® as a Service (PCaaS)** is an enduring capability that delivers rapid prioritisation and validated requirements at pace early in the capability development pipeline to de-risk investment in solutions. It is a service that has been specifically designed based on common pain points that BMNT have experienced when working with our partners in defence and national security for over ten years.

#### What problems does PCaaS solve?

- Ensures Capability Development and Innovation teams are working on problems with the highest likelihood of transitioning to operational use (crossing the Valley of Death) using a rigorous and tested assurance process.
- Delivers objective evidence enabling the customer to kill problems that are not progressing early in the pipeline, reducing wasted resources working on poorly defined problems or solving the wrong problems.
- Creates capacity to continuously prioritise problems in the Pipeline to match current mission requirements through a close connection with the end users.

#### What is unique about PCaaS?

- Continuous, iterative problem prioritisation based on mission connection and proven models (Desirability/Feasibility/Viability). Mission priorities can change quickly; effort and investment need to be directed accordingly.

- Access to diverse and non-traditional networks. In addition to working across existing defence and security apparatus, we leverage extensive (and global) academic and private sector networks to solve problems and understand feasibility of new/novel technology.
- Bespoke offering to align with the programme's objectives. Our service is designed to offer relief to overstretched teams whilst improving outcomes, and we can flex to match tightening budgets or urgent timelines.
- Outside perspective and critical friend. Our team has experience in government service, private sector, and academia, bringing their experience, and networks, to bear. We are, by ethos, solution agnostic, always looking for the best solution for the mission.
- Process Matter Experts. We have unparalleled experience delivering repeatable, scalable innovation across Defence and National Security.
- Reach back into our extensive experience and database of thousands of problems from UK HMG clients to connect dots and spot patterns.

## **Scope**

### **Core Services**

The PCaaS team will deliver the following core services throughout the duration of work:

- Use Cases for Exploratory S&T
- Stakeholder Maps
- Beneficiary Discovery
- Critical Assumptions
- Problem Validation
- D/V/F Prioritisation
- Seed/Pivot/Kill
- Portfolio Reviews
- Market Research
- Exploitation Pathway Matching

### **Programmatic Services**

We can be accountable for our delivery, but also can report into the wider programme teams and operate as an integrated unit. The scope for a typical delivery includes:

- Establishing and integrating into main pilot Governance and Communications plans
- Weekly programme status reporting into the main PMO and client Lead
- Contribution, as requested by client, to the development of the pilot operating model
- Establishing SLAs and KPIs for the PCaaS service
- Establishing SOPs for the PCaaS service
- Forecasting demand and working with the programme leads to adjust resourcing levels if necessary

**Customisation** - Customisation of Frontera campaign for specific open source or permissible data sets that are in addition to the current data set that is searchable, or the omission of certain data sets, as well as advanced reporting and analysis.



