



AI and Data Innovation Platform
Terms and Conditions
Software and Data Services Agreement

G-Cloud 15 Framework

January 2026



UrbanTide Limited

Registered Office: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ
Head Office: Bayes Centre, University of Edinburgh, 47 Potterrow, Edinburgh EH8 9BT
Company Registration: 9222463
www.urbantide.com

Software and Data Services Agreement

Between:

- 1 The client specified in the Schedule ("Client"); and
- 2 UrbanTide Limited, a company incorporated in England and Wales (registered number 9222463) having its registered office at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ ("UrbanTide")

Background

(A) UrbanTide is the proprietor of the Software Tools;

(B) The Client wishes to subscribe to use the Software Tools and for UrbanTide to supply it with support, development and maintenance services in respect of the Software Tools.

Now therefore the parties agree as follows:

1. Definitions

1.1 In this Agreement (including the Schedule) the following expressions shall, unless the context otherwise requires, have the following meanings:

"Agreement" means this agreement, including the schedule appended hereto;

"Anti-Corruption Requirements" All Applicable Law relating to anti-bribery and anti-corruption including the Bribery Act 2010;

"Anti-Slavery Requirements" All Applicable Law relating to anti-slavery and human trafficking including the Modern Slavery Act 2015;

"Applicable Law" All legislation, regulations, and other rules having equivalent force which are applicable to the provision or use of the Services under this Agreement;

"Business Day" means a day other than a Saturday, Sunday or public holiday in Scotland when banks in Edinburgh are open for business;

"Change in Law" the coming into effect of a new Applicable Law or a change in Applicable Law or a fundamental change in the judicial interpretation of Applicable Law after the date of this Agreement;

"Client Data" means any data (including Personal Data) and/or databases, information or material provided or submitted by the Client to the Service in the course of using the Service;

"Client Materials" Any of the items provided to UrbanTide by the Client in connection with this Agreement and includes Client Data;

"Commencement Date" means the date specified in the Schedule;

"Confidential Information" Any and all information relating to the trade secrets, operations, processes, plans, intentions, product information, prices, know-how, designs, customer lists, market opportunities, transactions, affairs and/or business of the parties and/or to their customers, suppliers, clients or Group Companies in or on any medium or format;

"Contract Year" A twelve calendar month period from the Commencement Date or any anniversary of the Commencement Date, or, if this Agreement is for a Term of less than twelve calendar months, the Term;

"Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer" take the meaning given in the UK GDPR;

"Core Terms" The provisions set out in Section A and the definitions set out in the Definitions Section here;

"DPA 2018" means the Data Protection Act 2018;

"Data Protection Legislation" means (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018;

"Data Sharing Scheme" Any scheme, programme, membership, information exchange, or other arrangement where certain data sharing activities are carried out subject to the relevant Data Sharing Scheme Rules;

"Data Sharing Scheme Rules" The rules of the relevant Data Sharing Scheme;

"Derivative Output" Information, data and materials that are derived, prepared or generated by UrbanTide and/or its sub-contractors pursuant to (and/or as a consequence of) the Services, including search footprints but excluding the Client Materials themselves;

"Documentation" shall mean the online documentation for the uSmart Services, accessible at: <https://urbantide.atlassian.net/wiki/spaces/US/overview>, which is updated on a regular basis;

"Force Majeure" Any act of government or state, civil commotion, epidemic, fire, flood, industrial action or organised protests by third parties, natural disaster, war, failure of payment systems, or any event beyond the reasonable control of the party claiming to be excused from performance of its obligations;

"Group Company" any company which is in relation to UrbanTide or (as the case may be) the Client, a subsidiary, holding company or subsidiary of a holding company as the terms "subsidiary" and "holding company" are defined by section 1159 of the Companies Act 2006;

"Initial Contract Value" The greater of (1) the amounts (excluding VAT) payable by the Client under this Agreement in the first Contract Year as specified in the Schedule; and (2) the amounts (excluding VAT) actually paid by the Client under this Agreement in the first Contract Year;

"Initial Term" the period specified in the Schedule;

"Intellectual Property Rights" means inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

"Licence Administrator" means the individual designated as such by the Client in the Schedule or as otherwise notified in writing by the Client to UrbanTide;

"Licensed Services" means such of the Services as the Client subscribes for as indicated in the Schedule or as otherwise agreed between the parties in accordance with Clause 2;

"Materials" means Client Materials or UrbanTide Materials, as appropriate;

"Minimum Notice Period" means the minimum period of notice to be served by either party to terminate this Agreement as set out in the Schedule (and if none is specified 12 months);

"Normal Business Hours" means 8.00 am to 6.00 pm local UK time, each Business Day;

"Output" means the audio and visual information and data arising from the Client's use of the Service;

"Personal Data" The definition specified in the Data Protection Legislation;

"Personal Data Breach" The definition specified in the UK GDPR;

"Processing" The definition specified in the Data Protection Legislation;

"Processor" The definition specified in the Data Protection Legislation;

"Project Timetable" Any timetable expressly set out or referred to in the Schedule or otherwise agreed between the parties from time to time;

"Schedule" The schedule or schedules which describe the subject matter and specific terms relating to this Agreement;

"Scorecard" A statistical formula derived to aid decision making and any supporting material in relation to such formulae;

"Security Policy" This designates UrbanTide's internal security policy, which is regularly updated. This Security policy consists of, specifically: an internal Policy regarding privacy and personal data protection; a Policy of managing security incidents; a Business Continuity Plan (BCP) including a Disaster Recovery Plan (DRP); a Policy concerning data storage and archival periods; a Security policy for Partners and Sub-processors;

"Service(s)" means the services as specified in the Schedule, Specification and all other services supplied by UrbanTide to the Client under or in connection with this Agreement, including the provision and grant of licences in respect of the Software Tool and any other UrbanTide Data and/or UrbanTide Material;

"Service Level Agreement" the service level agreement at Appendix 1;

"Specification" the proposal document which was supplied to the Client by UrbanTide in respect of the services to be provided together with UrbanTide's standard configuration for the Services from time to time as set out in the Schedule;

"Software Tool" means UrbanTide's uSmart proprietary software and related systems;

"Subsequent Term" means the subsequent extension following the Initial Term;

"Technology" means all of the UrbanTide's technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to the Client in providing the Service;

"Territory" The United Kingdom or such other territory as is specified in the Schedule;

"UK GDPR" means the UK General Data Protection Regulation;

"UrbanTide Data" Any of the data (including Personal Data) and/or databases and/or scores supplied by UrbanTide to the Client in connection with this Agreement but excluding the Client Data;

"UrbanTide Materials" Software and any materials, Documentation, Scorecards or other items developed and/or licensed by UrbanTide to the Client in connection with this Agreement and includes UrbanTide Data;

"User(s)" means the Client's employees, representatives, consultants, contractors, agents or guests who are authorised to use the Service and have been supplied user identifications and passwords by the Client (or by UrbanTide at the Client's request);

"User Access Device" means any identification code, username, password, digital certificate, web certificate or any other security device provided by UrbanTide and used by the Client to access the Services;

"User Licences" means the number of licences for Users to use the Software Tools in accordance with the terms of this Agreement as specified in the Schedule; and

"Website" means <https://usmart.ai>.

SECTION A: CORE TERMS

These Core Terms shall always apply.

1. Primary Obligations and Warranties

1.1 UrbanTide shall:

- 1.1.1 provide the Services in the Territory in accordance with the Specification;
- 1.1.2 use all reasonable care and skill in the performance of the Services (including in the collection and collation of any data on which the Services are based, or which is comprised within the Services); and
- 1.1.3 use suitably qualified personnel in the provision of the Services.

1.2 The Client shall provide UrbanTide with any information or assistance which the parties have agreed the Client shall provide in order for UrbanTide to perform its obligations under this Agreement and shall use all reasonable endeavours to ensure that any such information provided to UrbanTide is complete, accurate and in the agreed format.

1.3 Each of the parties shall:

- 1.3.1 where there is a Project Timetable, use all reasonable endeavours to perform its obligations under this Agreement in accordance with the Project Timetable; and
- 1.3.2 ensure that its personnel, whilst on the premises of the other party, comply with that party's reasonable requirements governing security and health and safety as have been notified to it.

1.4 Each party warrants that:

- 1.4.1 it has the full power and authority to enter into this Agreement;
- 1.4.2 it has obtained and will continue to hold all necessary licences, consents, permits and agreements required for it to comply with its obligations under this Agreement and for the grant of rights to the other party under this Agreement; and
- 1.4.3 the use by the other party as permitted by this Agreement of any information, data, software, documentation, scorecards and/or services which it provides to the other party shall not infringe any third-party Intellectual Property Rights in the Territory.

1.5 UrbanTide represents and warrants that (a) the Services will be materially performed in accordance with the Documentation and (b) their functionality and overall security will not materially be decreased during the Initial Term. In the event of a breach of this clause 1.5, Client's exclusive remedy shall be as provided in Section 10.4.

1.6 The warranties expressly set out in this Agreement are the only warranties that each party gives to the other in respect of the subject matter of this Agreement. All other

warranties, representations or terms of equivalent effect that might be implied by law are excluded to the extent permitted by law.

Grant of Licence

- 1.7** UrbanTide hereby grants to the Client a non-exclusive, non-transferable, right to use the Licensed Services throughout the Initial Term, subject to the terms and conditions of this Agreement.
- 1.8** The Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available in any way to any third party the Service or the Output. This does not prevent the Client from passing the Output to third parties in the ordinary course of its business.
- 1.9** User Licences cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who no longer use the Service.
- 1.10** The number of User Licences for any Licensed Service may only be reduced with effect from the end of the Initial Term and by giving at least 3 months' prior written notice and shall not exceed the number specified in the Schedule.
- 1.11** An authorised Licence Administrator may add Licences of Services and/or Users by submitting a written request which once accepted by UrbanTide in writing will be binding. Added licences of Services and/or Users will be subject to the following: (i) added licences will be coterminous with the pre-existing Term (either the Initial Term or any renewal term); (ii) the licence fee for the added licences will be the then current, generally applicable licence fee; and (iii) licences added in the middle of an invoicing period will be charged in full for that period.
- 1.12** The licence granted for the Services will run from an initial date of the date upon which the initial invoice for the Licensed Services is paid in full by the Client until expiry of the Initial Term of the licence in the Schedule.

2. Term

- 2.1** This Agreement shall be deemed to have commenced on the Commencement Date and, subject to the provisions for early termination set out in this Agreement, shall continue for the Initial Term and thereafter unless terminated by either party serving on the other not less than the Minimum Notice Period to expire on or after the end of the Initial Term.

3. Payments and Invoicing

- 3.1** The Client shall pay the fees set out in the Schedule.
- 3.2** Apart from any sums which are stated in the Schedule to be payable in accordance with a specified payment timetable, all sums payable by the Client to UrbanTide will be invoiced monthly in arrears. All invoices are payable in cleared funds within 30 days after the date of the relevant invoice.
- 3.3** All payments to UrbanTide under this Agreement shall be made in GBP by electronic transfer to such bank account as UrbanTide may direct from time to time.

- 3.4** If any sum payable by the Client to UrbanTide is not paid in cleared funds by its due date, UrbanTide shall be entitled to charge interest on the overdue amount at 2% per annum above the Bank of England base rate from time to time. Interest will accrue on a daily basis from the due date up to the date of actual payment, after as well as before judgment. In addition, UrbanTide shall, on giving written notice to the Client, be entitled to suspend provision of the Services with immediate effect until the overdue amount is paid in full.
- 3.5** If under this Agreement the Client agrees in the Schedule to pay a minimum fee over any particular period, and it does not meet such minimum fee requirement in that period, UrbanTide shall be entitled to invoice the Client for the difference between the relevant fees actually payable in respect of that period and such minimum fee. Any such amount shall be payable to UrbanTide as a debt.
- 3.6** All sums referred to in this Agreement are exclusive of VAT or any other similar sales or turnover tax (if applicable); such taxes shall be payable on the same payment terms as apply to the sums to which the taxes relate.
- 3.7** All pricing terms are confidential, and the Client agrees not to disclose them to any third party.

Non-payment and Suspension of Service

- 3.8** In case of late payment, UrbanTide may impose late fees. If the Client's account is 30 days or more overdue after the payment limit mentioned in the Client's purchase order, UrbanTide may, in addition to any of its other rights or remedies upon written notice, suspend the Client's access to the Services until such amounts are paid in full. If such failure to pay has not been cured within 60 days of the due date, then upon written notice, UrbanTide may terminate this Agreement and any or all outstanding invoice in accordance with Section 10.4.
- 3.9** The Client will continue to be charged for User licences for all Licensed Services during any period of suspension. On termination the Client will be obliged to pay the balance due on its account calculated in accordance with Clause 3.
- 3.10** UrbanTide reserves the right to impose a reconnection fee in the event the Client is suspended and requests access to the Service. The Client agrees and acknowledges that UrbanTide has no obligation to retain Client Data or Output and that such Client Data and Output may be irretrievably deleted if the Client's account is 30 days or more in arrears.

4. Nature and Use of the Services

- 4.1** The Services are not intended to be used as the sole basis for any business decision, nor to relieve the Client of its obligation to comply with its own obligations under Applicable Law. UrbanTide Data is based upon data which is provided by third parties, the accuracy and/or completeness of which it would not be possible and/or economically viable for UrbanTide to guarantee. UrbanTide's services also involve models and techniques based on statistical analysis, probability and predictive behaviour. The Client acknowledges that it is prudent to use, and it is responsible for using, the Services as one of a number of factors in its decision-making process, and for determining those other factors. Therefore, UrbanTide will be liable if it fails to

comply with its obligation under Clause 1.1.2, but UrbanTide is not able to accept any other liability for:

- 4.1.1 any inaccuracy, incompleteness or other error in the UrbanTide Data which arises as a result of data provided to UrbanTide by the Client or any third party; or
- 4.1.2 any failure of the Services to achieve any particular result for the Client or any User.

4.2 The Client agrees that it will:

- 4.2.1 use the Services, and/or UrbanTide Materials provided under this Agreement, for its business services only and in accordance with any Documentation;
- 4.2.2 not sell, transfer, sub-license, distribute, commercially exploit or otherwise make available to, or use for the benefit of, any third party any of the Services, and/or UrbanTide Materials provided under this Agreement, except as specifically permitted by this Agreement;
- 4.2.3 not (and will not allow any third party to) adapt, alter, modify, reverse engineer, de-compile or otherwise interfere with any UrbanTide Materials provided under this Agreement without the prior written consent of UrbanTide or as otherwise permitted by law; and
- 4.2.4 only take such copies of the UrbanTide Materials as are reasonably required for the use of the UrbanTide Materials in accordance with this Agreement.

Service Standards and Availability

- 4.3** UrbanTide will throughout the Initial Term, as part of the Services and at no additional cost to the Client, provide the Client with UrbanTide's standard customer support services during Normal Business Hours in accordance with UrbanTide's Service Level Agreement in effect at the time that the Services are provided. UrbanTide may amend the Service Level Agreement on no less than ninety (90) days' notice in writing to the Client and shall ensure that any amendment to the Service Level Agreement does not adversely affect, reduce, or change the Services. If the Client does not agree to UrbanTide's updated Service Level Agreement, the Client may terminate this agreement on no less than thirty (30) days' prior written notice to UrbanTide.

5. Compliance and Audit

- 5.1** Each party shall in connection with the provision or use of the Services (as appropriate) comply with all Applicable Laws which are applicable to that party.
- 5.2** Each party shall permit the other (on reasonable notice and during normal working hours and (save where the party being audited is, or is reasonably suspected of being, in material breach of this Agreement) no more than once per Contract Year) to audit the first party's compliance with its obligations under this Agreement in relation to the use of any software, data or other materials.
- 5.3** The Client shall not copy, interfere with and/or use in any unauthorised way any User Access Device provided by UrbanTide.
- 5.4** It is the Client's responsibility to inform UrbanTide of any unauthorised use and/or disclosure of any User Access Device so that UrbanTide can suspend or disable that User Access Device as appropriate.
- 5.5** Each party will cooperate and share information with the other as reasonably necessary from time to time to ensure that both parties discharge their regulatory obligations, and in order to help achieve positive consumer outcomes.
- 5.6** Without prejudice to the general obligations under Clause 5.1, each of the parties shall in connection with this Agreement:
- 5.6.1 comply with the Anti-Corruption Requirements and the Anti-Slavery Requirements;
 - 5.6.2 not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017, a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.
- 5.7** Each party shall have and shall maintain in place throughout the Term its own policies and procedures to ensure compliance with Clause 5.6, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate.

6. Confidentiality

- 6.1** Each party shall, in respect of the Confidential Information for which it is the recipient:
- 6.1.1 keep the Confidential Information strictly confidential and not use or disclose any part of such Confidential Information to any person except as permitted by or as required for the performance of the recipient's obligations under this Agreement; and
 - 6.1.2 take all reasonable steps to prevent unauthorised access to the Confidential Information.
- 6.2** The parties may disclose the Confidential Information for which it is the recipient to employees, officers, auditors, professional advisors, Group Companies, and (in the case of UrbanTide) agents and sub-contractors who necessarily require it, provided that such persons are under an obligation of confidentiality.

- 6.3** The restrictions in Clause 6.1 do not apply to any information to the extent that it is or comes within the public domain, is in the recipient's possession before receipt from the other party, is lawfully received from a third party, is independently developed, or is required to be disclosed by law.

7. Intellectual Property Rights

- 7.1** All Intellectual Property Rights in the Client Materials, Client Data and the Output will remain vested in the Client (or its relevant licensors).
- 7.2** UrbanTide (and its licensors, where applicable) own all right, title and interest, including all related Intellectual Property Rights, in and to the Technology and the Service. All Intellectual Property Rights in the UrbanTide Materials and the Derivative Output will remain vested in UrbanTide (or its relevant licensors).
- 7.3** Each party acknowledges and agrees that it shall not acquire or claim any title to any of the other party's Intellectual Property Rights by virtue of the rights granted to it under this Agreement.

8. Third Party Claims

- 8.1** Subject to Clause 8.2, each party shall fully indemnify the other party against any amounts paid as a result of claims alleging that Intellectual Property Rights are infringed by the provision of Materials, and any associated legal expenses reasonably and properly incurred.
- 8.2** The indemnities in Clause 8.1 shall not apply to the extent that any claim arises as a result of use of any infringing Materials supplied or developed by the indemnified party.

9. Limits on Liability

- 9.1** Neither party excludes or limits its liability to the other for: breach of obligations under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; personal injury or death resulting from negligence; breach of Clause 6 (Confidentiality); any matter which it would be illegal to exclude; or fraud or fraudulent misrepresentation.
- 9.2** The liability of each party to the other in respect of claims for damage to or loss of tangible property shall be limited to £1 million per claim or series of claims arising from any one incident.
- 9.3** Except as provided in Clauses 9.1, 9.2, and 9.4, the liability of each party to the other shall be limited as follows: for all claims arising in the first Contract Year, liability shall be limited in aggregate to the Initial Contract Value; for all claims arising in any subsequent Contract Year, liability shall be limited in aggregate to the fees paid by the Client in the previous Contract Year.
- 9.4** Subject to Clause 9.1, neither party shall be liable to the other for any indirect or consequential loss, loss of profits, loss of earnings, loss of business or goodwill, loss of anticipated savings, or increase in bad debt.

Insurance

- 9.5** During the Initial Term and after the expiry or termination of this agreement, UrbanTide shall maintain in force, with a reputable insurance company, professional indemnity insurance at an amount not less than £2,000,000 (two million) and public liability insurance at an amount not less than £5,000,000 (five million) to cover the liabilities that may arise under or in connection with this agreement.

10. Termination

10.1 Either party shall be entitled to terminate this Agreement immediately by serving written notice on the other party in the following circumstances:

10.1.1 if the other party commits a material breach of any of its obligations under this Agreement which is not capable of remedy;

10.1.2 if the other party commits a material breach of any of its obligations under this Agreement which is not remedied within 28 days after receipt of a notice specifying the breach;

10.1.3 if the other party has passed a resolution for its winding up, is the subject of an application for administration, is dissolved or declared bankrupt, has a receiver appointed, enters into an arrangement with its creditors, or ceases to trade;

10.1.4 upon becoming aware that the other party is on an applicable sanctions list; or

10.1.5 where a Change in Law renders activities under this Agreement illegal or unlawful.

10.2 Termination of this Agreement shall not affect any rights, obligations or liabilities which have accrued before termination or which are intended to continue to have effect beyond termination.

10.3 Upon termination of this Agreement, the parties shall each promptly return the Confidential Information of the other party to its owner.

10.4 Upon any termination for cause by the Client, UrbanTide shall refund the Client any prepaid fees covering the remainder of the Initial Term after the date of termination. Upon any termination for cause by UrbanTide, the Client shall remain obligated to pay all fees owed for the remainder of the Initial Term within 30 days.

10.5 UrbanTide may terminate this Agreement with effect from the expiration of the Initial Term, by at least one month's prior written notice.

11. Force Majeure

11.1 Neither party will be liable for any delay or failure in the performance of its obligations under this Agreement if such delay or failure is due to an event of Force Majeure.

11.2 If the Force Majeure persists for a period of 28 days or more, the party not claiming Force Majeure may give notice to terminate this Agreement without penalty or other liability (except for any liability on the Client to pay accrued fees).

12. Severance

12.1 If any court or competent authority finds that any provision of this Agreement is invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions shall not be affected.

13. Notices

13.1 Any notices to be sent by one party to the other in connection with this Agreement shall be in writing and shall be sent by first class post or email. Legal Notices to UrbanTide shall be addressed to Simon Tricker at simon.tricker@urbantide.com.

13.2 Notices shall be deemed to have been duly given two clear days after the date of posting or 12 hours after sending by email.

14. Cookies and Other Policies

14.1 By entering into this Agreement, the Client consents and agrees to the use of all cookies and related tracking devices on the Website as detailed in the "Cookies Policy" section on the Website.

14.2 The Client acknowledges that use of the Website will be subject to such other policies as are specified on the Website from time to time.

15. Disclaimer

15.1 Notwithstanding section 1.5, UrbanTide does not warrant that (a) the use of the Service will be uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) all stored data will be accurate or reliable.

15.2 All conditions, representations and warranties, whether express, implied, statutory or otherwise, including any implied warranty of merchantability, quality, fitness for a particular purpose or non-infringement of third party rights, are hereby disclaimed to the maximum extent permitted by applicable law.

16. General

16.1 If a dispute arises out of or in connection with this Agreement, the parties shall follow a dispute resolution procedure involving escalation to senior officers and, if necessary, mediation in accordance with the CEDR Model Mediation Procedure.

16.2 This Agreement and all matters arising out of it shall be governed by, and construed in accordance with, the laws of Scotland. The Scottish Courts shall have exclusive jurisdiction over any claim or matter which may arise out of or in connection with this Agreement.

16.3 Neither party may assign, transfer, charge or deal in any other manner with this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

16.4 This Agreement sets out all the terms agreed between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties.

16.5 Nothing in this Agreement is intended to create a partnership or joint venture, or authorise either party to act as agent for the other party.

SECTION B: DATA AND MATERIALS TERMS

These terms relating to data and materials are supplemental to the Core Terms, and apply only if either party provides data and/or materials to the other party.

17. Provision of Data and Materials

17.1 UrbanTide grants the Client (subject to Clauses 4.2 and 10.6) a non-exclusive non-transferable licence to use any UrbanTide Materials provided as part of the Services in the Territory on any licence terms identified in the Schedule.

17.2 The use by the Client of any Services which are dependent upon data derived from a Data Sharing Scheme is conditional upon the Client complying with the relevant Data Sharing Scheme Rules.

18. Client Obligations

18.1 The Client shall:

- 18.1.1 comply with UrbanTide's reasonable instructions and security guidelines relating to access to UrbanTide's systems;
- 18.1.2 be responsible for all activity on User accounts and shall comply with all applicable laws and regulations in connection with its use of the Service;
- 18.1.3 ensure that any user IDs, passwords and other access credentials for the Services are kept strictly confidential;
- 18.1.4 notify UrbanTide immediately of any unauthorised use of any password or account or any other known or suspected breach of security;
- 18.1.5 have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data; and
- 18.1.6 provide notice and obtain any legally required consent for the use and display of Customer Data to End Users.

19. Use of Client Materials

19.1 The Client grants UrbanTide a royalty free, non-exclusive, non-transferable licence to use (and copy) the Client Materials solely for the purposes of performing this Agreement and complying with any requests made to UrbanTide under statute and/or regulation.

20. Data Protection

20.1 The Parties shall at all times comply with the Data Protection Legislation.

20.2 At the time of signing this Agreement it is understood and agreed by the Parties that no Personal Data is to be processed by either Party on behalf of the other Party under

this Agreement, and nor is it the intention to enter into an agreement to exchange or to jointly hold Personal Data.

20.3 In the event it is established at any time during this Agreement that Personal Data is to be processed by UrbanTide, UrbanTide shall immediately enter into a data processing agreement with the Client on reasonable terms to ensure full compliance with the Data Protection Legislation.

20.4 Any clause in this Agreement limiting UrbanTide's liability in respect of any obligations under the Data Protection Legislation and/or this clause 20 shall not apply.

21. Security

21.1 With respect to the Client, UrbanTide agrees to:

21.1.1 ensure that all appropriate technical and organisational measures have been put in place against the destruction, loss, modification, and unauthorised disclosure or access to Personal Data;

21.1.2 enable the tracking of actions performed on the Platform by means of appropriate logging tools;

21.1.3 implement the Security Policy; and

21.1.4 ensure that Sub-processors comply with the provisions of its Security Policy.

21.2 In the event of a real or potential Personal Data Breach, UrbanTide agrees to notify the Client within a maximum of one working day following awareness of said breach.

21.3 UrbanTide will carry out an annual review of its Security Policy and will regularly update it to reflect emerging changes in technological advances and best practices.

SECTION C: USERS

These terms relating to Users are supplemental to the Core Terms and shall apply only where the Schedule states that there are Users in connection with this Agreement.

22. Users

22.1 The Client shall be entitled to allow Users to exercise the User Rights. In order to achieve this without the need for each User to contract directly with UrbanTide, the Client agrees as follows:

22.1.1 the Client shall procure that each User complies with all relevant provisions of this Agreement;

22.1.2 pursuant to the Contracts (Rights of Third Parties) Act 1999, the terms of this Agreement shall be enforceable by each User as if each User were a party to this Agreement;

22.1.3 the terms of Clause 9 (Limits on Liability) shall apply on an aggregate basis across all claims that may be brought by the Client and/or a Permitted User;

22.1.4 unless expressly agreed otherwise in the Schedule, a Permitted User must at all times be a Client Group Company in order to have access to the Services; and

22.1.5 if the Client's rights under this Agreement terminate (for whatever reason), the Users Rights shall also automatically terminate.

22.2 References to Client Materials in this Agreement shall be deemed to include data and materials provided by Users.

Signatures

Signed on behalf of the Client	Signed on behalf of UrbanTide Limited
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Witness: _____	Witness: _____

The Schedule - Services and Fees

The Client

Name:	[Client Name]
Address:	[Client Address]
Designated Licence Administrator:	[Administrator Name]

Services and Fees

The subscription plan / modules selected below of UrbanTide's Software Tool service accessed through the usmart.io website.

Subscription Plan / Module	Number of Users	Price
[As defined in pricing document]	[To be agreed]	[As defined in pricing document]

Contract Term

Commencement Date: [Date]

Initial Term: [Period]

Minimum Notice Period: [Period]

Subsequent Term: A period of one calendar month from expiry of the Initial Term unless otherwise agreed.

Appendix 1 - Service Level Agreement

Overview

This Appendix describes the Service Level Agreement for UrbanTide relating to the uSmart Platform. This document specifies the services required and the expected response times. The SLA is subject to review and will renew yearly unless otherwise agreed.

The purpose of this agreement is to clarify the service expectations. The goal is to ensure that customers receive a good level of service such that they can carry out their usual business and recover from issues in a timely manner.

Definitions

Term	Definition
Data Platform	The uSmart solution
Acknowledgement	A written response to the initial issue report
Temporary Fix	A solution which alleviates the initial issue but does not address the underlying cause
Permanent Fix	A solution which completely alleviates the issue and addresses the underlying cause
Business Hour	A 60-minute period within a business day 8:00 - 18:00 (GMT/BST)
Business Day	Any weekday (Monday to Friday) excluding Scottish public holidays
Critical Issue	An issue which renders the system completely inoperable with no workaround, or a business outage with significant operational impact
Urgent Issue	Issues that consistently affect core functionality; replicable most of the time with significant inconvenience
Medium Issue	Superficial issues, slow response times, intermittent failures; bugs not replicable at all times
Informational Issue	Technical queries or requests for information

Backup and Recovery

UrbanTide will provide a customer with access to a backup of the data and metadata stored within the Data Platform if, for any reason, the data platform is unavailable. UrbanTide will also take all reasonable steps to ensure that all data is backed up sufficiently to avoid the loss of customer data on the platform.

Recovery Point Objective (RPO): 3 business hours

Recovery Time Objective (RTO): 3 business hours

Support

UrbanTide will provide ongoing operational support for the Data Platform. This will include responding to issues which are raised by a customer in a timely fashion.

Service Levels and Response Times

Issue Level	Acknowledged	Temporary Fix	Permanent Fix	Update Frequency
Critical	1 business hour	1 business day	5 business days	Hourly verbal update
Urgent	1 business day	3 business days	7 business days	Daily written update
Medium	1 business day	5 business days	10 business days	End of week update
Informational	5 business days	N/A	N/A	N/A

Note: The table above relates to times when the platform is in normal operation. If the service provider and customer formally agree to a planned system outage to enable maintenance or development, then that event is considered to be exempt from the service levels defined above.

Service Performance Thresholds

The table below outlines the agreed maximum service performance times for accessing the services and the data held on the uSmart platform.

Service Performance Type	Thresholds
Page Load Speed	95% of page loads will occur within 3.5 seconds
Raw Data Access Speed	3 MB/s or faster for all hosted datasets 95% of the time
API Access (Simple Query)	8 MB/s or faster 95% of the time
API Access (Advanced Query)	1.5 MB/s or faster 95% of the time

Note: The table above relates to times when the platform is in normal operation. If the service provider and customer formally agree to a planned system outage to enable maintenance or development, then the service performance targets do not apply during that period.

Platform Availability

uSmart guarantees 99.5% platform availability, measured monthly.

Contact Information

For enquiries about uSmart or UrbanTide services:

Email: hello@urbantide.com

Website: www.urbantide.com

Platform: www.usmart.ai



UrbanTide Limited

Registered Office: 71-75 Shelton Street, Covent Garden, London WC2H 9JQ
Head Office: Bayes Centre, University of Edinburgh, 47 Potterrow, Edinburgh EH8 9BT
Company Registration: 9222463
www.urbantide.com