

Lateral Technology – General Terms and Conditions

Version: 1.0

Effective date: [DD Month YYYY]

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These General Terms and Conditions (“**Terms**”) govern the supply of services by **Lateral Technology** (“**Lateral**”, “**we**”, “**us**”) to the customer identified in an Order Form (“**Customer**”, “**you**”).

1. Agreement structure and precedence

1.1 The contract between the parties (the “**Agreement**”) consists of:

(a) the **Order Form**; (b) any **Service Schedule(s)** and/or **Statement of Work (“SOW”)**; (c) any **Data Processing Addendum (“DPA”)** and/or Security Schedule; and (d) these **Terms**.

1.2 If there is a conflict, the order of precedence is: **Order Form**, then **Service Schedule/SOW**, then **DPA/Security Schedule**, then these **Terms**.

2. Definitions

“**Affiliate**” means any entity that controls, is controlled by, or is under common control with a party.

“**Confidential Information**” means non-public information disclosed by a party that is marked confidential or would reasonably be considered confidential.

“**Customer Data**” means data (including Personal Data) submitted to, stored in, or processed by the Services on behalf of Customer.

“**Documentation**” means user guides and policies made available by Lateral.

“**Fees**” means charges payable for the Services as set out in the Order Form.

“**Personal Data**” has the meaning given in applicable data protection law.

“**Services**” means the products and services supplied by Lateral as described in the Order Form and any Service Schedule/SOW.

“**User**” means an individual authorised by Customer to access and use the Services.

3. Provision of Services

3.1 Lateral will provide the Services with reasonable skill and care, in accordance with the Agreement and Documentation.

3.2 Lateral may use subcontractors to provide parts of the Services and remains responsible for their performance.

3.3 Lateral may update the Services to maintain security, comply with law, or improve functionality. We will use reasonable efforts to avoid materially reducing core functionality.

4. Orders, onboarding and changes

4.1 Services are ordered via an Order Form. Any implementation/configuration/training/professional services will be described in an SOW.

4.2 Customer will provide timely access, information and cooperation reasonably required to deliver the Services.

4.3 Changes to scope or requirements are handled via change control. Additional work may be chargeable.

5. Accounts, access and acceptable use

5.1 Customer is responsible for Users’ activities and for maintaining secure credentials.

5.2 Customer must not (and must not permit others to):

(a) reverse engineer or attempt to derive source code; (b) bypass security; (c) interfere with performance; (d) use the Services unlawfully; (e) upload malware or harmful code; or (f) access the Services other than via authorised means.

5.3 Lateral may suspend access where we reasonably believe Customer's use is unlawful or poses a security risk. Where practicable, we will notify Customer and work to restore access promptly after resolution.

6. Fees, invoicing and payment

6.1 Fees are set out in the Order Form and are exclusive of VAT/sales taxes unless stated otherwise.

6.2 Subscription Fees are invoiced [annually in advance/monthly in advance] as stated in the Order Form.

6.3 Invoices are payable within **30 days** of invoice date unless the Order Form states otherwise.

6.4 Late payments may accrue interest at **4% per annum above the Bank of England base rate** (or the maximum permitted by law), calculated daily.

6.5 If Customer disputes an invoice, Customer must notify Lateral promptly and pay the undisputed portion while the parties work in good faith to resolve the dispute.

7. Term, renewal and termination

7.1 The Agreement begins on the effective date in the Order Form and continues for the term stated in the Order Form ("Subscription Term").

7.2 Either party may terminate for material breach if not cured within **30 days** of written notice (or immediately where not capable of cure).

7.3 Either party may terminate immediately if the other becomes insolvent or enters administration/liquidation.

7.4 Renewal and non-renewal notice periods are as stated in the Order Form.

8. Data protection

8.1 Each party will comply with applicable data protection law.

8.2 Where Lateral processes Personal Data on behalf of Customer, the parties will enter into (or incorporate by reference) a **DPA** with required processor terms. Unless otherwise agreed, **Customer is controller** and **Lateral is processor**.

8.3 Customer is responsible for ensuring it has a lawful basis to provide Customer Data and for providing any required privacy notices to data subjects.

8.4 Customer will not provide special category data unless agreed in writing with appropriate safeguards.

9. Security

9.1 Lateral maintains technical and organisational measures designed to protect Customer Data against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, or access.

9.2 Customer is responsible for its own security controls, including endpoint security and secure identity/access management for Users.

10. Security incidents

10.1 Lateral will maintain an incident management process for security incidents affecting the Services.

10.2 Where required by law and/or the DPA, Lateral will notify Customer without undue delay after becoming aware of a confirmed personal data breach affecting Customer Data.

10.3 Customer is responsible for decisions to notify regulators and data subjects unless otherwise agreed in the DPA or SOW.

11. Support and service levels

11.1 Support scope (basic or enhanced), support hours, and any service levels (e.g., availability/response targets) will be set out in a Service Schedule, SOW, or Order Form.

11.2 If a service credit regime applies, it must be expressly stated in the applicable Service Schedule.

12. Intellectual property

12.1 Lateral retains all IP rights in the Services and Documentation.

12.2 Customer is granted a non-exclusive, non-transferable right during the Subscription Term for authorised Users to access and use the Services for Customer's internal business purposes.

12.3 Customer retains all rights in Customer Data and grants Lateral a limited right to host, process, transmit and display Customer Data solely to provide the Services.

12.4 If Customer provides suggestions/feedback, Lateral may use them without restriction or obligation.

13. Confidentiality

13.1 Each party will protect the other's Confidential Information using at least reasonable care and use it only to perform the Agreement.

13.2 Confidentiality obligations do not apply to information that is public through no fault of the receiving party, independently developed, rightfully obtained from a third party, or required to be disclosed by law.

13.3 On termination, each party will return or destroy the other's Confidential Information where reasonably practicable, subject to lawful retention.

14. Warranties and disclaimers

14.1 Lateral warrants it will provide the Services with reasonable skill and care.

14.2 Except as expressly stated, the Services are provided "as is" and all implied warranties are excluded to the fullest extent permitted by law, including fitness for a particular purpose and non-infringement.

15. Limitation of liability

15.1 Nothing in the Agreement limits or excludes liability for death/personal injury caused by negligence, fraud, or any liability that cannot be limited by law.

15.2 Subject to clause 15.1, neither party is liable for loss of profits, revenue, goodwill, business interruption, or indirect/consequential loss.

15.3 Subject to clause 15.1 and the DPA, each party's total aggregate liability arising out of or in connection with the Agreement will not exceed the **Fees paid or payable by Customer in the 12 months** preceding the event giving rise to the claim.

15.4 Where the DPA includes specific liability provisions for data protection obligations, those provisions apply to the extent they conflict with this clause 15.

16. Indemnities (template)

IP infringement (optional): Lateral will defend Customer against third-party claims alleging the Services infringe UK IP rights and pay awarded damages and reasonable costs, provided Customer promptly notifies Lateral and cooperates. Lateral may modify/replace affected Services or terminate

and refund prepaid unused Fees if necessary. Excludes claims caused by Customer Data, Customer modifications, unlawful use, or use in combination where the claim would not otherwise arise.

Customer indemnity: Customer will defend and indemnify Lateral against third-party claims arising from Customer Data, Customer's breach of the Agreement, or Customer's unlawful use of the Services.

17. Compliance

17.1 Each party will comply with applicable laws relating to its performance under the Agreement.

17.2 Customer is responsible for determining whether the Services meet any sector-specific requirements applicable to Customer (e.g., legal retention rules).

18. Third-party services and subcontractors

18.1 The Services may integrate with or depend on third-party services (e.g., hosting). Where third parties act as subprocessors, they will be handled in the DPA.

19. Suspension

19.1 Lateral may suspend Services if: (a) undisputed Fees are overdue after notice and a reasonable grace period; (b) Customer use creates a security risk or violates clause 5; or (c) required by law. Where practicable, we will provide advance notice.

20. Data return and deletion

20.1 On termination/expiry, Customer may request export of Customer Data within **30 days** in a standard format where available. Fees may be up to £1500 to extract data and deliver that data.

20.2 After that period, Lateral may delete Customer Data in accordance with its retention practices and the DPA, except where retention is required by law.

21. Force majeure

Neither party is liable for delay/failure due to events beyond reasonable control. The affected party will notify the other and use reasonable efforts to mitigate.

22. Notices

Notices must be in writing and delivered by hand, courier, or email to addresses in the Order Form. Email notices are deemed received on the next business day if no delivery failure notice is received.

23. Assignment

Customer may not assign the Agreement without Lateral's prior written consent (not unreasonably withheld). Lateral may assign to an Affiliate or in connection with a merger/acquisition/sale of substantially all assets.

24. Entire agreement and variation

The Agreement is the entire agreement and supersedes prior discussions. Any variation must be in writing and signed by both parties (or agreed via an executed Order Form/SOW).

25. Governing law and jurisdiction

Unless the Order Form states otherwise, the Agreement is governed by the laws of **England and Wales**, and the courts of **England and Wales** have exclusive jurisdiction.

Signature (optional)

For Customer

Name:

Title:

Date:

Signature:

For Lateral Technology

Name:

Title:

Date:

Signature: