

built intelligence



Terms and Conditions

Supply and Sales Agreement

G-Cloud 15

builtintelligence.com

A decorative graphic in the bottom right corner of the page, consisting of numerous short, pink dashed lines arranged in a spiral or wave-like pattern, extending from the bottom right towards the center.



Agreement

This Agreement is between us, Built Intelligence, and you, the Customer, for provision of the Services to you in exchange for payment to us, all in accordance with the Terms set out below.

The parties warrant to each other that they have the legal right to enter into the Agreement and perform their obligations under the Agreement.

TERMS AND CONDITIONS OF SERVICE ('TERMS')

GENERAL PROVISIONS

1 Definitions

1.1 Unless stated otherwise, the following definitions apply in these Terms:

- i) Account means an account enabling a person to access and use the Services, including both administrator accounts and User accounts.
- ii) Agreement means the legal agreement between us and you, incorporating the Terms, any Schedules, the Order and/or other documents expressly incorporated by reference, in each case as updated from time to time in accordance with the Terms.
- iii) Built Intelligence/us/we/our means Built Intelligence Limited (company registration 08323228) whose registered address is Floor 3, 62 Prince St, Bristol BS1 4QD.
- iv) Business Day means any weekday other than a bank or public holiday in England.
- v) Business Hours means the hours of 09:00 to 17:30 GMT/BST on a Business Day.
- vi) Charges means the charges payable to us by you in consideration for the provision of the Services and as specified in an applicable Order. For accounting purposes, where the applicable Order does not specify the value of the Charges for individual course items on the Order, the nominal value of the Charges for course(s) specified on the Order, will be 4% of the Charges. These nominal values are for the duration of the Service Term.
- vii) Confidential Information means any information disclosed by or on behalf of one party to the other party at any time before the termination of the Agreement (whether disclosed in writing, orally or otherwise) that at the time of disclosure was either (i) marked as 'confidential'; or (ii) would be regarded by a reasonable business person as being confidential.
- viii) Customer/you/your means the legal person purchasing the Services for its benefit and the benefit of its Users.
- ix) Customer Data means any and all data, information and materials uploaded, submitted and otherwise stored on the Platform or Website by you, or provided by you to us for uploading, submitting or otherwise storing on your behalf.
- x) Data Protection Laws means the General Data Protection Regulation (EU) 2016/679, as incorporated into UK law pursuant to the European Union (Withdrawal) Act 2018, the Data Protection Act 2018 and any legislation of equivalent purpose or effect enacted in the United Kingdom, or any other country in which the Services are provided, applicable to the provision of the Services.



- xi) Documentation means any documentation pertaining to the Services such as quick start guides, video tutorials, help articles and specifications, on-line materials and other documents created, owned, maintained and provided by us.
- xii) Force Majeure Event means an event, or a series of related events, that is outside the reasonable control of the party affected (including but not limited to failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).
- xiii) Effective Date means the date this Agreement is made or the date we start providing Services, whichever is earlier.
- xiv) Intellectual Property Rights means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (including but not limited to copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).
- xv) Order means an order for the Services set out in an offer from you, accepted by us in accordance with the Terms. The Order may be set out in a proposal letter, an order form, submitted electronically via the Website or by any other method acceptable to us.
- xvi) Platform means the platform managed and used by us to provide, where necessary, the Services, including the application, database, system, server and other third party software, and the computer hardware on which the software is installed.
- xvii) Service Term means (i) a minimum, fixed 36 month initial term applicable to each of the Services, unless a different period is specified in an Order ("Initial Term") and; (ii) following the Initial Term, each automatic and successive renewal period of one (1) year (each period called a "Renewal Term"), unless either party provides the other with a written notification of non-renewal at least sixty (60) days prior to the expiration of the Initial Term or then current Renewal Term, or this Agreement relates to a single project or the Order states that the auto-renew provisions do not apply.
- xviii) Services means the services provided to you by us, in accordance with this Agreement, and as set out in each applicable Order. This may include services that we host on our Platform, such as our contract management platform or training academy, and/or other services such as face to face training or consulting, and/or any other products and services offered by us from time to time.
- xix) Start Date of Services means the date we start providing the Services as stated in the Order.
- xx) Supported Web Browser means the current released and maintained from time to time of Microsoft Edge, Mozilla Firefox, Google Chrome or Apple Safari.
- xxi) User(s) means the user(s) authorised by you to access and use the Services on your behalf, each of which is allocated a licensed Account which has not been marked by us as 'inactive'.
- xxii) Website means any website hosting any part of the Services including, but not limited to, builtintelligence.com together with any sub-domains.



2 Formation and Interpretation

Formation

- 2.1 Your offer to purchase the Services subject to the Terms may be accepted or rejected by us at our discretion. Your offer is not accepted until we have:
- i) accepted the offer in writing, or
 - ii) provided you access to the relevant Services.
on which date the Agreement comes into force and continues:
 - iii) until completion or expiry of all the Services, or
 - iv) until termination in accordance with the Terms,
whichever is earlier.
- 2.2 Your offer and our acceptance is the Order.
- 2.3 Each of the Services provided under the Agreement shall commence on the Start Date of Services and continue until:
- i) the end of its Service Term, or
 - ii) termination in accordance with the Terms,
whichever is earlier.

Interpretation

- 2.4 No terms or conditions endorsed on, delivered with, or contained in your purchase order, request for Services, order or confirmation shall form part of the Agreement unless expressly incorporated. If any other terms or conditions incorporated into the Agreement are in conflict with the Terms, the Terms shall take precedent.
- 2.5 Any marketing and other promotional materials relating to the Services are illustrative only and do not form part of the Agreement.
- 2.6 The following rules of interpretation of the Agreement shall apply:
- i) section, clause and paragraph headings are included for convenience and shall not in any way affect the interpretation of the Agreement
 - ii) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns
 - iii) words in the singular shall include the plural and vice versa
 - iv) a reference to a gender shall include all genders
 - v) a reference to a statute, statutory provision or any subordinate legislation made under a statute is to such statute, provision or subordinate legislation as amended or re-enacted from time to time
 - vi) a reference to writing or written includes any method of reproducing words in a legible and non-transitory form



- vii) where the words 'include(s)', 'including' or 'in particular' are used in the Agreement, it is deemed that the words 'without limitation' follow them
- viii) any obligation in the Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done, and
- ix) references to a section, clause, Schedule or paragraph are to the relevant section, clause, Schedule or paragraph of the Agreement.

3 Communication and Notices

3.1 Any communication required by the Agreement must be given by one of the following methods to an appointed director of the other party or their notified delegate:

- i) delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery
- ii) sent by recorded signed-for post, in which case the notice shall be deemed to be received 2 Business Days following posting, or
- iii) sent via email in which case the notice shall be deemed to be received upon leaving the sender's outbox,

in each case provided that if the time of deemed receipt is not within Business Hours, then the time of deemed receipt shall be when Business Hours next begin after the stated time.

3.2 Any notice required by the Agreement must be endorsed 'Notice'.

3.3 The address stated in an Order may be updated from time to time by a party by giving notice of the update to the other party.

4 Miscellaneous

Entire Agreement

4.1 This Agreement shall constitute the entire agreement between the parties in relation to the subject matter of this Agreement, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

Waiver

4.2 No breach of any provision of the Agreement shall be waived except with the express written consent of the party not in breach. No waiver of any right or remedy shall constitute a waiver of any future exercise of that right or remedy.



Unenforceable provisions

- 4.3 If any provision of the Agreement is determined by any court or other competent authority to be invalid or unenforceable, the other provisions of the Agreement will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

Variation

- 4.4 These Terms may be varied by us from time to time, notice of any such variation to be communicated by notice to you.

Assignment

- 4.5 You may not, without our prior written consent, assign, transfer, charge, sub-license or otherwise deal in or dispose of any of its rights or obligations under the Agreement.

Third Party

- 4.6 The Agreement is made for the benefit of the parties and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.

Law and jurisdiction

- 4.7 This Agreement shall be governed by and construed in accordance with English law. The courts of England shall have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

THE SERVICES AND PAYMENT

5 Licence to use the Services/Conditions of Licence

- 5.1 Subject to payment of the Charges and for your internal business purposes only, we:
- i) hereby grant you a limited, non-exclusive, non-transferable licence to allow Users access to and/or use of the Platform via a Supported Web Browser and/or
 - ii) shall provide you with other Services agreed between you and us,
- all strictly in accordance with the Agreement, Documentation and any user guidance issued by us.

Your obligations

- 5.2 You agree to use all reasonable efforts to prevent any unauthorised access to, or use of, any of the Services provided via the Platform. On becoming aware of any actual or potential unauthorised access or use, you shall immediately notify us and require the relevant User to cease use of the system until we have investigated the matter. Payment of the Charges in full shall continue during this period, and we shall not be liable for any costs you may incur as a result of any suspension of the Services.
- 5.3 You undertake and warrant, for you and on behalf of your Users, that in accessing and using the Platform,



- i) you shall not permit access to and/or use of the Platform except by
- (a) a User allocated a valid licence (and you shall purchase additional User licences as and when required)
- (b) third party software expressly agreed by us.
- ii) each User account shall be accessed by one nominated individual only and not by any other person unless the account is reassigned in its entirety by us to another User
- iii) you shall access and use the Services only in accordance with applicable laws and regulations, the Agreement, the Order, the Documentation, and any other reasonable directions or instructions issued by us from time to time
- iv) you shall comply with the terms of use of the Website, including the acceptable use requirements specified therein, and
- v) without prejudice to the acceptable use requirements in the terms of use of the Website, you shall not (nor permit your Users to) access, store, distribute or transmit any Viruses via the Platform, or any material that:
 - (a) is or may be unlawful, harmful, threatening, defamatory, infringing or offensive
 - (b) facilitates illegal activity
 - (c) is discriminatory, or
 - (d) may cause damage or injury to any person or property.

5.4 You shall not:

- i) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Platform in any form or media or by any means
- ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform
- iii) access all or any part of the Platform in order to build a product or service which competes with us or any of our Services
- iv) have a right to access the software code (including object code, intermediate code and source code) of the Platform, either during or following the termination or expiration of this Agreement
- v) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make any part of the Services available to any third party except the Users
- vi) use the Platform in any way that causes, or may cause, damage to the Platform or impairment of the availability or accessibility of the Services, or
- vii) attempt to obtain, or assist third parties in obtaining, access to the Platform, other than as provided in these Terms.



5.5 You shall:

- i) nominate a person with authority to bind you on all matters relating to the Agreement and notify us of this person (and any replacement or substitute for this person from time to time)
- ii) provide us with all information necessary to set up the Services so that they satisfy your requirements
- iii) if required by us, or where stated on the Order, appoint superusers to undertake support and administrative duties for day-to-day matters on your behalf, relating to the Platform, including the creation of new Accounts, client contract(s) set up, and maintenance of User roles and permissions. We will provide training for superusers in accordance with the Order but will not assume any responsibility for their acts or omissions
- iv) provide all hardware, network connections, links to the internet and all other things necessary to access use the Services
- v) keep a written record of Users and provide a copy to us upon request, and
- vi) implement measures to prevent, monitor and report unauthorised use or misuse of the Platform.

Our Obligations

5.6 We shall

- i) provide the Services in accordance with this Agreement and the Documentation
- ii) provide the Services to comply with unamended standard forms of contract unless stated otherwise in the Order
- iii) where applicable, create an Account(s) for you and provide to you login details for that Account within 7 working days of your written request, subject to provision by you of any information required by us
- iv) maintain our ISO 27001 certified Information Security Management System, with associated infrastructure and disaster recovery procedures and targets.

5.7 Subject to any service levels specified elsewhere in the Agreement, we agree to use reasonable efforts to make the Platform available for 99.5% of the time, excluding any unavailability caused directly or indirectly by:

- i) any circumstances beyond our reasonable control, including without limitation, a Force Majeure Event
- ii) a fault or failure of the internet or any public telecommunications network
- iii) a fault or failure of your computer systems or networks
- iv) any breach by you of this Agreement
- v) planned downtime for scheduled or emergency maintenance, as described in clause 8, and
- vi) downtime caused by use of the Platform contrary to our documentation, Acceptable Use Policy or modification or alteration of the Platform by any party other than us or our duly authorised contractors or agents.



6 Charges and payment

Payment

- 6.1 You shall pay the Charges to us in accordance with the Agreement. Charges may be payable in advance of providing the Services.
- 6.2 Unless otherwise stated in an Order, we shall issue invoices from the Start Date of Services.
- 6.3 You must pay the Charges to us within 30 days of the date of an invoice.
- 6.4 The Charges shall be payable by a valid method as specified in the Order or on our invoice. Payments must be in full and cleared funds.
- 6.5 If the parties decide the scope of the Services is too uncertain to be fixed reasonably at the outset, the Order may state assumptions about the scope of the Services, including without limitation the value of works, annual contract value (ACV), number of users or projects, and/or use of APIs ("Assumptions"), and the parties agree that the assessment of the Charges is based on these Assumptions. If your usage of the Services is later found to exceed any of the Assumptions, we will recalculate the Charges based on the actual scope of Services and notify you of the additional Charges due. You shall pay the revised Charges in accordance clauses with 6.3 and 6.4.

BILLING & PAYMENT AGENTS

- 6.6 Where specified in an Order, we agree that you may designate a billing and payment agent or multiple billing agents for each project to act on your behalf for billing and payment purposes ("Payment Agent(s)"), subject to our approval of the Payment Agent(s) in advance. You agree to notify us if you wish to appoint a substitute or additional Payment Agent(s) or remove a Payment Agent(s). Any substitute or additional Payment Agent(s) shall be subject to our prior written approval.
- 6.7 Where we have agreed to the appointment of a Payment Agent(s), you hereby authorize us to invoice and collect payment for the Charges from the Payment Agent(s) on your behalf in accordance with this Agreement. Notwithstanding your appointment of a Payment Agent(s), you remain primarily liable for payment of our Charges and agree to procure their compliance with the payment obligations hereunder. You further agree to pay any Charges and interest and statutory compensation in the event that the Payment Agent(s) does not pay for Charges in accordance with this Agreement.
- 6.8 You and the Payment Agent(s) will receive a receipt upon each payment by the Payment Agent(s).
- 6.9 You agree that a Payment Agent(s) is acting solely as a billing and payment agent for and on behalf of you and shall have no rights under this Agreement.
- 6.10 Where any additional work is required by us in order to onboard with a Payment Agent(s), we reserve the right to charge a fee for such work at our standard daily consultancy rate.
- 6.11 You acknowledge and agree that any purchase order or similar document issued by you or a Payment Agent(s) is issued for accountancy purposes only and no terms and conditions stipulated or endorsed upon any such document issued by you or a Payment Agent(s) shall apply to the Order or Agreement.



VAT

- 6.12 The Charges and any other amounts payable in connection with the Agreement are, unless otherwise stated, exclusive of any applicable VAT or analogous sales tax which, if applicable, shall be payable in addition to and together with the Charges or other sums.

Variation

- 6.13 We may vary any element of the Charges by giving to you not less than 30 days' prior written notice. We may increase the Charges by up to 5% on or following each anniversary of the Effective Date.

Suspension

- 6.14 If you do not pay any amount properly due to us Agreement, we may
- i) suspend provision of the Services unless and until payment is received in full, and/or
 - ii) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

7 Changes to the Services

- 7.1 If you wish to change the Services, you must submit details of the requested change to us in writing.
- 7.2 Within 2 weeks of receiving the requested change, we shall endeavour to:
- i) submit a quotation to you for acceptance, or
 - ii) advise you that we are unwilling or unable to accept the change.
- 7.3 If we submit a quotation, you must accept or reject the quotation within 2 weeks of receipt. If you do not do so, the quotation will be deemed to be rejected and the Services will not be changed.
- 7.4 We are under no obligation to proceed with the requested change unless and until we receive your acceptance of a quotation in accordance with clause 7.3.
- 7.5 If you request a change and we proceed to adopt the requested change without following the above procedure, you agree to reimburse us our reasonable costs incurred in adopting the Change.

8 Maintenance

Our obligations

- 8.1 We shall
- i) provide the maintenance services described in this clause 8 to you for the duration of the Services, including scheduled and/or emergency maintenance as required to ensure the availability, integrity and security of the Platform, which shall typically be conducted outside of the hours of 0600hrs to 2100hrs GMT, Monday to Friday and 0800hrs to 1700hrs GMT, Saturday, Sunday and public holidays
 - ii) where practicable, use reasonable endeavors to give you at least 8 Business Hours prior notice of any maintenance that is likely to affect the availability of the Platform or is likely to have a material negative impact upon the performance or use of the Platform
 - iii) endeavour to give to you at least 3 Business Days' prior notice of the application of an upgrade or non-security update to the Platform



- iv) endeavour to give to you reasonable notice of the application of any security update to the Platform, and
- v) provide the maintenance services in accordance with the standards of skill and care reasonably expected from a leading service provider in our industry.

Emergency maintenance

- 8.2 Emergency maintenance may be conducted at any time where necessary to address an impending security risk or to conform with any applicable safety, statutory or legal requirements.

9 Support

Our obligations

- 9.1 We shall
- i) provide the support described in this clause 9 to you for the duration of the Services,
 - ii) make available to you a helpdesk in accordance with the provisions of the Agreement,
 - iii) provide a complaints procedure in accordance with the provisions of the Agreement, and
 - iv) provide the support in accordance with the standards of skill and care reasonably expected from an equivalent service provider in our industry.

Use of helpdesk

- 9.2 You:
- i) may use the helpdesk for the purposes of requesting and, where applicable, receiving the support services as set out on the Order, and
 - ii) must not use the helpdesk for any other purpose.



Severity	Description	Target response time	Target Service recovery	Target issue resolution
Urgent	System completely non-operational, or key data lost, or the majority of Users prevented from using the system.	Within 2 hours	Within 4 hours	Within 10 days
High	Functional or operational issue with the system, which does not render the system inoperable, but does significantly impact daily operation of the system. The issue being considered sufficiently urgent to warrant an accelerated resolution turn-round.	Within 4 hours	Within 8 hours	Within 10 days
Normal	Functional or operational issue with the system, which does not render the system inoperable, but which does significantly impact daily operation. The issue not warranting an accelerated resolution turn-round	Within 8 hours	Within 16 hours	Within 20 days
Low	Other problems, e.g. minor input or output problems which do not disrupt normal working, or enhancement requests, or general enquiries/ clarifications.	Within 16 hours	N/A	N/A



Response times

Superusers (and general Users if stated in the Order), may raise support tickets in connection with the Services through our helpdesk and we shall respond promptly, during Business Hours, to all requests for support made by you through the helpdesk. Indicative support response times are given below:-

Complaints procedure for training courses

9.3 We provide a complaints process compliant with the CITB recommendations.

9.4 The complaints process is divided into two stages, Stage 1 (informal) and Stage 2 (formal).

Stage 1

9.5 You, or the User, should first seek direct resolution with us, by emailing us at support@builtintelligence.com.

9.6 We shall acknowledge the complaint within 1 Business Day and the issue shall be dealt with in accordance with the helpdesk support process described above in this clause 9.

Stage 2

9.7 If you, or the User, does not consider the complaint has been satisfactorily resolved within a reasonable time in Stage 1, then it can be progressed to Stage 2.

9.8 To progress to Stage 2, you must email to support@builtintelligence.com, the User's name, Course ID, the other information referred to below and a statement that it is escalated to Stage 2.

9.9 The other information to be provided is:

- i) a factual summary of what happened. This should clearly state why it was significant, inappropriate or unacceptable to the User
- ii) who does your complaints or appeals concern (name of individual, their role e.g. one of our staff members, a course provider staff member, etc.)
- iii) if the complaint or appeal involves multiple/recurring issues then examples, with specific details, should be provided, and
- iv) an acceptable resolution for the complaints and appeals.

9.10 We shall acknowledge the complaint within 1 Business Day and shall identify the most appropriate person in our organisation who shall lead the complaints investigation. We shall also identify the timescale for resolution and shall endeavour to resolve the complaint with 28 days of the Stage 2 notification.

Final Appeal

9.11 If you are not happy with the outcome of Stage 2, you may raise a Final Appeal. Notification of a Final Appeal must be made by you, in writing to our business address, within one month of the notification of the outcome of Stage 2.

9.12 On receipt of a Final Appeal notice, we shall convene a Final Appeals panel made up of two of our directors and notify you accordingly within 3 Business Days of receipt of the notice. The notification will identify the lead for the Final Appeal Panel and the timescale.

9.13 We shall notify you of the outcome of the Final Appeal as soon as possible and, in any event, shall endeavour to do so within 28 days of the receipt by of the Final Appeal notification.

Monitoring



- 9.14 Complaints and appeals are reviewed as part of our regular meeting to identify trends which may require further action.

10 Deployed courses and Events

Deployed course not on our Platform

- 10.1 Where set out on the Order that course(s) are distributed or deployed to you by file sharing or download, then you may install and use the course(s) in the location(s) set out on the Order. Where the course(s) are licensed on a multi-user basis, course(s) may be stored on a learning management system (LMS), provided that the maximum number of Users is not exceeded and the course(s) are only stored on the LMS specified on the Order.
- 10.2 You may only make a copy of a course/courses for back-up purposes with our written consent and only where such copies are clearly marked with our name and proprietary notices. You will destroy copies of these files upon our written request or at termination of this Agreement.

Event bookings

- 10.3 Training services provided via training and consultancy events may be subject to additional booking terms and conditions, including joining instructions and venue requirements. These shall be provided to you by us and you agree that you and your Users shall comply with the same.
- 10.4 Event times and/or locations may be subject to change. We shall notify you promptly in the event of any change. If you are unable to attend a rescheduled or relocated event, we shall refund the Charges paid in respect of the event, less an administration charge.
- 10.5 Where an event is held privately for you, for example a closed training course or provision of consultancy services, you are responsible for payment of our travel, subsistence and other expenses reasonably incurred in connection with provision of the event. Travel is charged at the relevant mileage rates generally accepted in the country of delivery, or standard-class air or rail fares as appropriate. Where a single journey is expected to last longer than six hours, Business or Club class may be used.

Course Material

- 10.6 Where necessary, a courier will be used to dispatch course material/pre-course work to the relevant venue for an event. This will be charged to you at cost.

Cancellations

- 10.7 Cancellations and transfers of event bookings will only be accepted if made in writing and received at least four (4) weeks prior to the event. Where notice is given less than four (4) weeks but more than two (2) weeks, you will incur a charge equivalent to 50% of the event charges. Where notice is given two (2) weeks or less prior to the start of the event, you will incur and be liable for the full event Charges.



Attendance

- 10.8 In respect of 'blended packages' containing an e-learning and workshop or exam element, you must attend the workshop or exam element within one calendar year of the Order. Transfers beyond this point can be arranged at our discretion but will be chargeable.

DATA AND DATA PROTECTION

11 Customer Data

- 11.1 You own all rights, titles and interest in the Customer Data and have sole responsibility for its legality, reliability, integrity, accuracy and quality. You grant to us a free of charge, non-exclusive perpetual licence to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Customer Data to the extent reasonably required for the performance of our obligations and the exercise of our rights under this Agreement, together with the right to sub-license these rights to our hosting, connectivity and telecommunications service providers to the extent reasonably required for the performance of our obligations and the exercise of our rights under the Agreement.
- 11.2 You warrant to us that the use of the Customer Data by us in accordance with this Agreement will not:
- i) breach the provisions of any law, statute or regulation
 - ii) infringe the Intellectual Property Rights or other legal rights of any person, or
 - iii) give rise to any cause of action against us.

12 Project Data

- 12.1 You agree that we may aggregate and adapt Customer Data with other data gathered, generated or derived by us from use of the Service and other customers of ours ('Project Data'), and subject to ensuring that the Project Data is anonymised to remove all references to Customer Personal Data and such that no person, project or customer may be identified, we may copy, reproduce, store, distribute, publish, export, adapt, analyse and exploit the Project Data for the purposes of development and improvement of our Services and benchmarking User performance, including the provision of statistical and performance insights to Users. We warrant that the Project Data will not be de-anonymised.
- 12.2 We will own all Intellectual Property Rights in and to the Project Data, save for any existing Customer Data comprised therein, to which you grant us, without charge, non-exclusive, perpetual, irrevocable, global, transferrable licence to use as incorporated within the Project Data for the purpose defined in this clause.



13 Data protection

Definitions and Identity

- 13.1 For the purposes of this clause, 'Controller', 'Processor', 'Data Subject', 'Personal Data' and 'Processing/process' shall each have the meaning given in the Data Protection Laws.
- 13.2 To the extent that the Customer Data incorporates any Personal Data, the parties acknowledge that for the purposes of the Data Protection Laws, you are the Controller and we are the Processor of such Personal Data ('Customer Personal Data') and the following sub-clauses of this clause 13 shall apply.

Instructions

- 13.3 We shall process Customer Personal Data only to the extent, and in such a manner, as is necessary for the purposes of the Services and in accordance with your written instructions from time to time and shall not process the Customer Personal Data for any other purpose. If we believe that any instruction received by us from you is likely to infringe the Data Protection Laws we shall promptly inform you and be entitled to cease to provide the relevant Services until the parties have agreed appropriate amended instructions which are not infringing.

Security

- 13.4 Taking into account the state of technical development and the nature of processing, we shall ensure that it has in place appropriate technical and organisational measures to protect the Customer Personal Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing to ensure a level of security appropriate to the risk and harm that might result from such accidental, unauthorised or unlawful destruction, loss, alteration, disclosure, access or processing of the Customer Personal Data.

Sub-processing

- 13.5 We shall have the right to appoint sub-processors for the Processing of the Customer Personal Data, provided that any sub-processor appointed pursuant to this clause shall be subject to a written contract containing materially the same obligations as under this clause, and we shall:
- i) notify you of any changes made to the appointment of sub-processors, and
 - ii) remain fully liable to you for all the acts and omissions of each sub-processor as if they were its own.

Personnel

- 13.6 We shall ensure that all employees, workers and agents who have access to and/or process Customer Personal Data:
- i) are informed of the confidential nature of the Customer Personal Data and are subject to a binding written contractual obligation to keep the Customer Personal Data confidential
 - ii) are aware of our duties as well as their personal duties and obligations under the Data Protection Laws, and
 - iii) shall only have access to such part or parts of the Customer Personal Data as is strictly necessary for performance of that person's duties.



International transfers

- 13.7 We shall only transfer the Customer Personal Data outside of the UK or the European Economic Area as necessary for the proper performance of the Agreement and subject to appropriate safeguards in compliance with the Data Protection Laws.

Breach

- 13.8 We shall promptly inform you if any Customer Personal Data is lost or destroyed or becomes damaged, corrupted, or unusable.

Records

- 13.9 We shall, in accordance with the Data Protection Laws, make available to you such information that is in our possession or control as is necessary to demonstrate our compliance with the obligations placed on us under this clause and to demonstrate compliance with the Data Protection Laws.

Assistance

- 13.10 We shall:
- i) provide such information and assistance (including by taking all appropriate technical and organisational measures) as you may require in relation to the fulfilment of your obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and/or any similar obligations under applicable Data Protection Laws), and
 - ii) provide such information, co-operation and other assistance to you as you reasonably require (taking into account the nature of processing and the information available to us) to ensure compliance with your obligations under Data Protection Laws.

Deletion/return

- 13.11 At the end of the provision of the Services relating to the processing of Customer Personal Data, at your cost and your option, we shall either return all of the Customer Personal Data to you or securely dispose of the Customer Personal Data (and thereafter promptly delete all existing copies of it) except to the extent that any rights under the Agreement or applicable law requires us to retain such Customer Personal Data.

Warranty

- 13.12 Each party warrants and undertakes that it shall comply with the Data Protection Laws in the performance of this Agreement.
- 13.13 You warrant to us that you have all licences, consents and permissions necessary for us to process the Customer Personal Data in accordance with the Data Protection Laws and as required to deliver the Services and you agree to indemnify, keep indemnified and defend us at your own expense, against all costs, claims, damages or expenses incurred by us as a result of a breach of this warranty.



LIMITATIONS

14 Limitations and Exclusions of liability

Limitation

- 14.1 The limitations and exclusions of liability set out in this clause 14 and elsewhere in this Agreement:
- i) are subject to clause 14.3, and
 - ii) govern all liabilities arising under the Agreement or relating to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the Agreement.
- 14.2 All of the conditions, warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other conditions, warranties or representations concerning the subject matter of the Agreement will be implied into the Agreement or any related contract and are hereby excluded.
- 14.3 Nothing in the Agreement will:
- i) limit or exclude any liability for death or personal injury resulting from negligence
 - ii) limit or exclude any liability for fraud or fraudulent misrepresentation, or
 - iii) limit or exclude any liabilities in any way that is not permitted under applicable law.
- 14.4 Neither party shall be liable to the other party in respect of any losses arising out of a Force Majeure Event.
- 14.5 Neither party shall be liable to the other party in respect of any loss of profits or anticipated savings, loss of revenue or income, loss of use or production, loss of or corruption of data, or any loss of business, contracts or opportunities (in each case whether direct or indirect).
- 14.6 Neither party shall be liable to the other party in respect of any special, indirect or consequential loss or damage, howsoever caused.
- 14.7 The liability of each party to the other party under or in connection with the Agreement in respect of any event or series of related events shall not exceed an amount equal to the total Charges paid and payable by you to us under the Agreement in the 12-month period preceding the commencement of the event or events. This limitation on liability shall not apply to, be diminished or contributed to in any way by your obligation to pay the Charges.
- 14.8 If any Customer Data is lost or damaged, your sole and exclusive remedy against us shall be for us to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up.

Errors, omissions and defects

- 14.9 Unless expressly stated otherwise in the Order, we do not warrant that the Services are free from errors or omissions or will meet any particular requirements. It is your sole responsibility to ensure that the Services, including but not limited to training services and applicable courses, will meet your requirements and will be compatible with any equipment on which you intend to run them.



- 14.10 In the event of any inherent defect in any media on which the course(s) are provided, subject to you notifying us promptly, and in any event within ninety (90) days of receipt, we shall provide a replacement copy free of charge, which shall constitute the sole and exclusive remedy in relation to such defect.

Exclusion

- 14.11 You acknowledge that
- i) hosted services in general and the transmission of data via the internet is never entirely free from security vulnerabilities. Subject to the other provisions of the Agreement, we give no warranty or representation that the hosted services will be entirely secure, and
 - ii) we do not provide any legal, financial, accountancy or taxation advice unless we have expressly agreed to do so as part of the Services. You are solely responsible for your reliance on and use of the Services and any outputs derived therefrom and we disclaim liability in connection with the same.

15 Force Majeure Event

- 15.1 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under the Agreement (other than any obligation to make a payment), that obligation will be suspended for the duration of the Force Majeure Event.
- 15.2 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must:
- i) promptly notify the other, and
 - ii) inform the other of the period for which it is estimated that such failure or delay will continue.
- 15.3 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event.

PROPERTY RIGHTS

16 Intellectual Property Rights

- 16.1 Nothing in this Agreement shall operate to assign or transfer any Intellectual Property Rights from us to you, or from you to us.

17 Confidential information

- 17.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:
- i) is or becomes publicly known other than through any act or omission of the receiving party
 - ii) was in the other party's lawful possession before the disclosure
 - iii) is lawfully disclosed to the receiving party by a third party without restriction on disclosure
 - iv) is independently developed by the receiving party, which independent development can be shown by written evidence, or



- v) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body (for the purposes of that disclosure only).
- 17.2 Each party shall hold the other's Confidential Information in confidence and shall not use the other's Confidential Information, or make it available to any third party, except to the extent necessary for the performance and implementation of the Agreement.
- 17.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees, agents or contractors in violation of the terms of the Agreement and shall be responsible for all acts and omissions of any such employees, agents or contractors.
- 17.4 You acknowledge that details of the Services, and the results of any performance tests of the Services, constitutes our Confidential Information.
- 17.5 We acknowledge that the Customer Data is your Confidential Information.
- 17.6 This clause shall survive termination of the Agreement, however arising.
- 18 Beta Services**
- 18.1 From time to time we may make available experimental or trial features or services through the Site or Services ("Beta Services").
- 18.2 Beta Services are provided on an "as is" and "as available" basis, without any commitment from us that they will be error-free, uninterrupted, or maintained. You acknowledge that the Beta Services may be less reliable than our core Services and are offered solely for evaluation purposes.
- 18.3 You acknowledge that use of Beta Services:
 - (i) is at your own risk, that they may contain bugs or errors, and that their use may result in unexpected behaviour, reduced functionality or loss of data;
 - (ii) is for assistive purposes only and should not be used or relied upon as a substitute for your own independent skill, judgment and expertise;
 - (iii) where involving generative or predictive artificial intelligence, the outputs will be generated using language models trained using a wide variety of sources and may not be entirely unique or bias-free.
- 18.4 We retain all intellectual property and other rights in the Beta Services, including all content therein, and any modifications, improvements, enhancements and adaptations made to the Beta Services from time to time. You agree that any feedback and suggestions you provide shall not constitute confidential or proprietary information and may be freely used by us without any reference, credit or royalty being due to you.
- 18.5 You agree that you assume sole responsibility for reliance placed on the Beta Services and associated outputs, and for conclusions drawn from such use, and that you shall fully review all information from the Beta Services for completeness, accuracy, and legal and regulatory compliance, prior to distribution or exploitation, and we shall have no liability to you or any third party arising from your failure to do so.
- 18.6 We may amend, suspend or withdraw Beta Services at any time without notice or liability.
- 18.7 To the fullest extent permitted by law, we exclude all warranties, conditions and representations in relation to Beta Services or any information created or obtained therefrom, including but not limited to those relating to the validity or non-infringement of any intellectual property rights comprised in the outputs of the Beta Services.



18.8 Notwithstanding clause 11, our total liability to you for all claims relating to Beta Services shall not exceed £100.

18.9 Any non-public information about Beta Services is our Confidential Information and must not be disclosed to any third party without our written consent.

19 Use of our Services, Documentation, Content and Materials

19.1 You may not use any part of our Services, Documentation, or any content or materials therein to develop, train, or otherwise improve any artificial intelligence, large language or machine learning models (including by importing the same into any service that permits the use of inputs for training and development purposes), except with our prior written approval in each case.

PUBLICITY, RESTRICTIONS, SUBCONTRACTING

20 Publicity

20.1 We may, with your permission, use your branding, company name and project name for marketing purposes both online or offline describing you as our client. We may also request feedback and information about your use of the Services from time to time.

21 Restrictions

21.1 During the term of the Agreement and for a period of one (1) year after the expiration or termination of the Agreement for any reason, each party warrants and undertakes to the other that it shall not:

- i) directly or indirectly request or advise any customer or client of the other party to withdraw, curtail, or cancel such customer's or client's business with the other party
- ii) directly or indirectly disclose to any other person, partnership, corporation or association, the names or addresses of any of the customers or clients of the other party
- iii) induce or attempt to induce any employee, agent or former employee or agent of the other party to leave the employ of the other party, or hire any such employee, agent or former employee or agent in any business or capacity, or
- iv) make any statement disparaging the other party, any member, principal, officer, director, shareholder, employee or agent thereof, to any person, firm, corporation or other business organization whatsoever.

22 Subcontracting

22.1 We may subcontract any of our obligations under the Agreement, provided that we shall remain responsible to you for the performance of any subcontracted obligations.



TERMINATION

23 Termination

Termination for convenience and default

- 23.1 Either party may terminate the Agreement by giving to the other party at least thirty (30) days' written notice of termination.
- 23.2 Either party may terminate the Agreement immediately by giving written notice to the other party if the other party commits a material breach of the Agreement, which is irremediable or, if capable of remedy, which the other party fails to remedy within thirty (30) days of written notice requiring it to do so.

Termination for insolvency or cessation of business

- 23.3 Either party may terminate the Agreement immediately by giving written notice of termination to the other party if:
- i) the other party:
 - (a) is dissolved
 - (b) ceases to conduct all (or substantially all) of its business
 - (c) is or becomes unable to pay its debts as they fall due
 - (d) is or becomes insolvent or is declared insolvent, or
 - (e) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors
 - ii) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party, or
 - iii) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement).

Consequence of Termination

- 23.4 Upon the termination of the Agreement, all of the provisions of the Agreement shall cease to have effect, save that the following provisions of this Agreement shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 2.6, 3, 4, 5.4, 6.12.2, 13.11, 14, 16, 17, 21, and 23.
- 23.5 The termination of the Agreement shall not affect the accrued rights or obligations of either party as at termination, including your obligation to pay any outstanding Charges.
- 23.6 On termination of this Agreement:
- i) your licence to access and use the Services shall immediately cease and you agree to make no further use of the Services or any Documentation



- ii) you agree to save and export a copy of the Customer Data prior to termination, and we may destroy or otherwise dispose of any of the Customer Data stored by us, and
- iii) each party shall return and make no further use of any Confidential Information of the other party.

Payment

- 23.7 Within thirty (30) days following the termination of the Agreement for any reason, you must pay to us:
- i) any Charges due (whether or not invoiced) in respect of Services provided to you before the termination of the Agreement; and
 - ii) any Charges payable (whether or not invoiced) up to the end of any unexpired Service Term as at the date of termination.

Execution

The parties have indicated their acceptance of the Agreement by executing it below.

SIGNED BY _____ duly authorised for and on behalf of Built Intelligence Ltd:

.....

Name:

Position:

SIGNED BY _____ duly authorised for and on behalf of the Customer:

.....

Name:

Position: