



SymTerra

SOFTWARE AS A SERVICE AGREEMENT

www.symterra.com

Last updated January 2026

Acceptance of this Agreement

This Agreement sets forth the terms and conditions between Customer (as defined in the paragraph below) and Keamore Limited (company no. 06689064) of 14 Fountain Street, Guisborough, TS14 6PP, United Kingdom ("**Supplier**", "**Keamore**", "**SymTerra**", "**we**," "**our**," or "**us**") which govern Customer's and its Affiliates' access and use of Supplier's Services. Supplier and Customer may individually be referred to as a "**party**" and collectively "the parties". This Agreement forms a legally binding contract on the earlier of (i) the date Customer clicks "I agree", or (ii) the date Customer first accesses the Services (the "**Commencement Date**"). No wet-ink or electronic signature is required.

By accepting this Software as a Service Agreement ("**Agreement**"), either by clicking a box indicating your acceptance, or using any part of the SymTerra platform, accepting an invite as a Customer's Client or Sub-Contractor purchasing a Service executing an Order Form or other document that references this Agreement, by using (or making any payment for) the Services, or by otherwise indicating your acceptance of this Agreement, you:

- (1) agree to this Agreement on behalf of the customer indicated on the Order Form (if applicable) or the organization, business, or other legal entity for which you act ("**Customer**," "**you**," or "**your**"); and
- (2) represent and warrant that you have the authority to bind Customer to this Agreement. If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use the Services.

If you are accessing or using the Service on behalf of an organisation, then your organisation is legally and financially responsible for your access to and use of the Service as well as for the use of your SymTerra account by others affiliated with the organisation, including any employees, agents or contractors. For the avoidance of doubt, the organisation, company, or other legal entity for which you act will be considered the "Customer" under this Agreement.

BACKGROUND

- (A) The Supplier has developed a software platform which it makes available to the Customer via the internet on a Subscription basis for the purpose of business communication.
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide, and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this Agreement.

AGREED TERMS

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause 1 shall apply in this Agreement.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.8 A reference to writing includes e-mail to and from the authorised as identified in the platform admin panel of company owner and company administrators.
- 1.9 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

Activation Date: the date of activation of each additional Subscription or Subscription renewal date purchased by the Customer in accordance with clause 2.1.3.

Applicable Laws: Laws of England and Wales.

Authorised Users: those employees, agents, subcontractors and independent contractors of the Customer, its Company or Subsidiary, who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.1.4.2.

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

Client: another organisation for which the Customer is undertaking work for that is granted access to the Service by the Customer individually as Authorised users.

Commencement Date: the date of this Agreement.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Customer Services: subject to clause 2.3, the services the Customer provides as part of their normal business activities.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to Personal Data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Documentation: the documentation which sets out the terms of use, privacy policy and other services related documents are available at <https://www.symterra.co.uk/terms>

Initial Subscription Term: the initial one or twelve month term of each Subscription which shall commence on the Commencement Date and, in relation to each additional Subscription, on the Activation Date.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Material Breach: a breach of this Agreement by a Party which substantially defeats the purpose of this Agreement, or which deprives the Party not in breach of a significant benefit owed to them under this Agreement.

Normal Business Hours: 9.00 am to 5.00 pm local UK time, each Business Day.

Order Form: means any ordering documentation or online sign-up or subscription pages, regardless of form, agreed to between the parties which sets forth the Services accessed by the Customer and any relevant pricing. Multiple Order Forms may be entered into under this Agreement.

Personal Data: As construed in accordance with Applicable Laws.

Privacy Policy: Supplier's policy for providing support in relation to the Services as set out in <https://www.symterra.co.uk/terms>.

Renewal Period: the period described in clause 13.1.

Services: the subscription services provided by the Supplier to the Customer: (i) for access to the Software; and (ii) the provision of the Support Services, each under this Agreement and as more particularly described in the Documentation.

Software: the software application known as SymTerra provided by the Supplier as part of the Services via [symterra.co.uk](https://www.symterra.co.uk) and as a mobile app.

Sub-Contractor: another organisation undertaking works for or on behalf of the Customer that requires access to the Service and are also bound by the terms of this agreement through their acceptance of an invite by the Customer.

Subscription: each subscription purchased by the Customer pursuant to clause 8.1 which entitles an unlimited number of Authorised Users to access and use the Services and the Documentation in accordance with this Agreement.

Subscription Fee: the subscription fee payable by the Customer to the Supplier for a Subscription.

Subscription Term: has the meaning given in clause 13.2 (being, in respect of each Subscription, the Initial Subscription Term together with any subsequent Renewal Periods).

Support Services: the support services provided by Supplier in respect of the Software during Normal Business Hours, in accordance with the Support Services Policy.

Support Services Policy: Supplier's policy for providing support in relation to the Services as set out in Schedule 1.

Termination Costs: the costs reasonably and necessarily incurred by the Supplier in respect of the setup and configuration of the Services in order to grant a Subscription, such costs capped at 15% of the applicable Subscription Fee.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term "**Vulnerabilities**" shall be construed accordingly.

Holding company and **Subsidiary** mean a "holding company" and "subsidiary" as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sub sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights.

2 SUBSCRIPTIONS

- 2.1.1 Subject to the Customer purchasing a Subscription in accordance with clause 8, the restrictions set out in this clause 0 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right, without the right to grant sublicences, to use the Services and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.1.2 If the Customer wishes to purchase a Subscription in respect of each Client. Subject to clause 2.1.3, the Customer may, from time to time during the term of this Agreement, purchase additional Subscriptions and further to purchase of each such Subscription, the Supplier shall grant access to the Services and the Documentation to the Authorised Users in respect of the relevant Services in accordance with the provisions of this Agreement.
- 2.1.3 If the Customer wishes to purchase an additional Subscriptions, the Customer shall notify the Supplier in writing, including details of the relevant Company. The Supplier shall evaluate such request for an additional Subscription and respond to the Customer in writing with approval or rejection of the request (such approval not to be unreasonably withheld). Where the Supplier approves the request, the Supplier shall activate the additional Subscription within 30 days of its approval of the Customer's request.
- 2.1.4 In relation to the Authorised Users, the Customer undertakes that:
 - 2.1.4.1 each Authorised User shall keep a secure password for their use of the Services and Documentation and that each Authorised User shall keep their password confidential;
 - 2.1.4.2 it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within 5 Business Days of the Supplier's written request at any time or times;
 - 2.1.4.3 it shall permit the Supplier or the Supplier's designated auditor to audit the Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with this Agreement. Each such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business; and
 - 2.1.4.4 if any of the audits referred to in clause 2.1.4.3 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual.
- 2.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- 2.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 2.2.2 facilitates illegal activity;
- 2.2.3 depicts sexually explicit images;
- 2.2.4 promotes unlawful violence;
- 2.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 2.2.6 is otherwise illegal or causes damage or injury to any person or property;

and Supplier reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.

2.3 The Customer shall not:

- 2.3.1 except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the Parties and except to the extent expressly permitted under this Agreement:
 - 2.3.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 2.3.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 2.3.2 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- 2.3.3 use the Services and/or Documentation to provide services to third parties that are not Customer Services; or
- 2.3.4 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
- 2.3.5 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 0; or
- 2.3.6 introduce or permit the introduction of, any Virus or Vulnerability into the Supplier's network and information systems.

2.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Supplier.

- 2.5 The rights provided under this clause 0 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer unless expressly agreed in writing between the parties.

3 SERVICES

- 3.1 The Supplier shall, during each Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
- 3.2 The Supplier shall use all reasonable endeavours to make the Services available 99.9% of the time each month during a Subscription Term, except for:
- 3.2.1 planned maintenance carried out during the maintenance window of 17:00 to 22:00 UK time; and
 - 3.2.2 unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 1 Business Days' notice in advance.
- 3.3 The Supplier will, as part of the Services and in consideration of payment of the Subscription Fee, provide the Customer with the Support Services during Normal Business Hours in accordance with the Supplier's Support Services Policy in effect at the time that the Support Services are provided. The Supplier may amend the Support Services Policy on notice in writing to the Customer and shall ensure that any amendment to the Support Services Policy does not adversely affect, reduce, or change the Support Services.

4 THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. Supplier makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not Supplier. Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

5 CUSTOMER DATA

- 5.1 The Customer shall own all right, title and interest in and to all of the Customer Data that is not personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data.
- 5.2 In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against the Supplier shall be for the Supplier to use all reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable under clause 5.9).

- 5.3 The Supplier shall, in providing the Services, comply with its Privacy Policy available at <https://www.symterra.co.uk/terms> or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
- 5.4 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 5 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under the Data Protection Legislation.
- 5.5 The parties acknowledge that:
- 5.5.1 in respect of any personal data processed by the Supplier, each Party is a Controller and the Supplier shall process such personal data in accordance with the terms of its Privacy Policy and in compliance with the Data Protection Legislation;
 - 5.5.2 if the Supplier processes any personal data on the Customer's behalf when performing its obligations under this Agreement (i.e. otherwise in accordance with clause 5.10), the Customer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation; and
 - 5.5.3 Schedule 3 (Processing, Personal Data and Data Subjects) sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject; and
 - 5.5.4 the personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this Agreement.
- 5.6 Without prejudice to the generality of clause 5.5, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Data to the Supplier for the duration and purposes of this Agreement so that the Supplier may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf and the Customer shall defend, indemnify and hold harmless the Supplier against all claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's breach of its obligations in this clause 5.6, provided that:
- 5.6.1 the Customer is given prompt notice of any such claim;
 - 5.6.2 the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - 5.6.3 the Customer is given sole authority to defend or settle the claim.
- 5.7 Without prejudice to the generality of clause 5.4, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this Agreement:
- 5.7.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is otherwise required by any Applicable Laws. Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the

- processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 5.7.2 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the following conditions are fulfilled:
- 5.7.2.1 the Customer has provided appropriate consent in relation to the transfer;
 - 5.7.2.2 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - 5.7.2.3 the data subject has enforceable rights and effective legal remedies; and
 - 5.7.2.4 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred;
- 5.7.3 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 5.7.4 notify the Customer without undue delay on becoming aware of a personal data breach;
- 5.7.5 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the personal data (and for these purposes the term "delete" shall mean to put such data beyond use); and
- 5.7.6 maintain complete and accurate records and information to demonstrate its compliance with this clause 5 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.
- 5.8 Each Party shall ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it).
- 5.9 The Customer hereby consents to the appointment of all third-party processors of personal data that have been appointed by the Supplier as of the Commencement Date in order to assist the Supplier in complying with its obligations as a processor under this Agreement (each, a "**Sub-Processor**"). The Supplier confirms that it may appoint additional Sub-Processors. The Supplier has, or as the case may be, will enter into written Agreements with each Sub-Processor that it appoints incorporating terms which are substantially similar to those set out in this clause 5 and which the Supplier confirms reflect and will continue to reflect the

requirements of the Data Protection Legislation. As between the Supplier and the Customer, the Supplier shall remain fully liable for all acts or omissions of any Sub-Processor appointed by it pursuant to this clause 5.9.

- 5.10 Subject to clause 5.11, the Customer hereby grants to the Supplier a non-exclusive, non-transferable, and non-sublicensable licence, commencing on the Commencement Date to:

5.10.1 use the Customer Data as training data for the Software in order to improve its machine learning algorithms; and

5.10.2 anonymise the Customer Data, aggregate it with the data of other customers of the Supplier and use and share such aggregated anonymised data for any purpose, including, but not limited to, statistical analysis of industry activity,

and the Supplier's rights in this clause 5.10 shall survive termination or expiry of this Agreement, however arising.

- 5.11 The Customer may, at any time, notify the Supplier, in writing, of the termination of the licence set out in clause 5.10, in which case such licence shall terminate immediately upon the Supplier's receipt of such notice. The Customer's rights in this clause 5.11 shall survive termination or expiry of this Agreement, however arising.

6 SUPPLIER'S OBLIGATIONS

- 6.1 The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

- 6.2 The undertaking at clause 6.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the provisions of this Agreement, or modification or alteration of the Services by any Party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 6.1.

- 6.3 The Supplier:

6.3.1 has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement;

6.3.2 will comply with all applicable laws and regulations with respect to its obligations under this Agreement;

6.3.3 in performing its obligations under this Agreement, shall comply with the Mandatory Policies and End User Terms of Service available at <https://www.symterra.co.uk/terms>, save where the terms of any Mandatory Policy or End User Terms of Service conflict with any term of this Agreement (or any applicable laws or regulations), in which case the terms of this Agreement (or the applicable laws or regulations) shall prevail;

6.3.4 does not warrant that:

6.3.4.1 the Customer's use of the Services will be uninterrupted or error-free; or

- 6.3.4.2 that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - 6.3.4.3 the Software or the Services will be free from Vulnerabilities;
- 6.3.5 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
- 6.3.6 shall not be under any obligation to carry out any instruction received from the Customer via its use of the Services which would constitute a breach of any Applicable Laws or regulations.
- 6.4 This Agreement shall not prevent the Supplier from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.

7 CUSTOMER'S OBLIGATIONS

- 7.1 The Customer shall:
 - 7.1.1 provide the Supplier with:
 - 7.1.1.1 all necessary co-operation in relation to this Agreement; and
 - 7.1.1.2 all necessary access to such information as may be required by the Supplier,

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
 - 7.1.2 without affecting its other obligations under this Agreement, comply with all Applicable Laws and regulations with respect to its activities under this Agreement;
 - 7.1.3 carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - 7.1.4 ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
 - 7.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

- 7.1.6 ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time including, but not limited to, those set out at <https://www.symterra.co.uk/faqs>; and
- 7.1.7 be, to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

8 SUBSCRIPTION FEE

- 8.1 The Customer shall pay the Subscription Fee to the Supplier for each Subscription in accordance with this clause 8.
- 8.2 The Supplier shall invoice the Customer in advance on the Commencement Date or the Activation Date (as applicable) for the Subscription Fee payable in respect of each Initial Subscription Term and, on each anniversary of each Subscription Term, for the Subscription Term payable in respect of each Renewal Period.
- 8.3 If the Supplier has not received payment of any portion of the Subscription Fee within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
 - 8.3.1 the Supplier may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 8.3.2 the Supplier shall be entitled to charge interest for any due and unpaid portion of the Subscription Fee and in such case, interest shall accrue on a daily basis on such due amounts at an annual rate equal to 2.5% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 8.4 All amounts and fees stated or referred to in this Agreement:
 - 8.4.1 shall be payable in pounds sterling;
 - 8.4.2 are, subject to clause 12.3.2, non-cancellable and non-refundable;
 - 8.4.3 are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

9 PROPRIETARY RIGHTS

- 9.1 The Customer acknowledges and agrees that Supplier and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this Agreement, the Supplier does not grant the Customer any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Services or the Documentation.

9.2 The Supplier confirms and warrants that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

9.3 The Customer retains all ownership rights in data or content uploaded to the platform, and Keamore is granted a limited license to host, use, and process such data solely to provide the Services.

10 CONFIDENTIALITY

10.1 Each Party may be given and may have already been given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:

10.1.1 is or becomes publicly known other than through any act or omission of the receiving Party;

10.1.2 was in the other Party's lawful possession before the disclosure;

10.1.3 is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

10.1.4 is independently developed by the receiving Party, which independent development can be shown by written evidence.

10.2 Subject to clause 10.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.

10.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

10.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 10.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

10.5 The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.

10.6 The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.

10.7 No Party shall make, or permit any person to make, any public announcement concerning this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

- 10.8 The above provisions of this clause 10 shall survive termination or expiry of this Agreement, however arising.

11 INDEMNITY

- 11.1 The Supplier shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this Agreement infringes any Intellectual Property Rights of a third party, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

11.1.1 the Supplier is given prompt notice of any such claim;

11.1.2 the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and

11.1.3 the Supplier is given sole authority to defend or settle the claim.

- 11.2 In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 20 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer with the exception of any pro-rated refund due under clause 13.4.

- 11.3 In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:

11.3.1 a modification of the Services or Documentation by anyone other than the Supplier;
or

11.3.2 the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or

11.3.3 the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.

- 11.4 The foregoing and clause 12.3.2 state the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trademark, database right or right of confidentiality.

- 11.5 The Supplier shall indemnify the Customer, its officers, directors and employees against claims arising from the Suppliers non-compliance with clause 5.8.

12 LIMITATION OF LIABILITY

- 12.1 Except as expressly and specifically provided in this Agreement:

12.1.1 the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer and for conclusions drawn from such use (including all actions taken or omissions made by the Customer arising from the information it receives from its use of the Services). The Supplier shall have no

liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;

- 12.1.2 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
- 12.1.3 the Services and the Documentation are provided to the Customer on an "as is" basis.
- 12.2 Nothing in this Agreement excludes the liability of the Supplier:
 - 12.2.1 for death or personal injury caused by the Supplier's negligence; or
 - 12.2.2 for fraud or fraudulent misrepresentation.
- 12.3 Subject to clause 12.1 and clause 12.2:
 - 12.3.1 the Supplier shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
 - 12.3.2 the Supplier's total aggregate liability in contract (including in respect of the indemnity at clause 11), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of any Subscription, including in respect of any indemnity provided by the Supplier under this Agreement, shall be limited to the lower of:
 - 12.3.2.1 the total Subscription Fee paid for that Subscription during the 12 months immediately preceding the date on which the claim arose; and
 - 12.3.2.2 £20,000.

13 TERM AND TERMINATION

- 13.1 This Agreement shall, unless otherwise terminated as provided in this clause 13, commence on the Commencement Date and shall continue until it is terminated in accordance with the provisions of this Agreement.
- 13.2 Each Subscription shall commence on the Commencement Date of the Initial Subscription Term, which may be monthly or annual as specified in the applicable Order Form, and shall continue for the duration of the Initial Subscription Term. Thereafter, the Subscription shall automatically renew for successive periods of Initial Subscription Term (each a Renewal Period), unless the Customer gives the Supplier not less than thirty (30) days' written notice of non-renewal prior to the end of the then-current Subscription Term.

For the avoidance of doubt, the Customer shall have no right to terminate a Subscription for convenience during the Initial Subscription Term or any Renewal Period, and any termination or non-renewal under this clause 13.2 shall take effect only at the end of the then-current Subscription Term.

Where the terminating Subscription is the only Subscription in force, this Agreement shall terminate on expiry of that Subscription Term. The Initial Subscription Term together with any Renewal Periods shall constitute the Subscription Term in respect of each Subscription.

- 13.3 Without affecting any other right or remedy available to it, either Party may terminate this Agreement with immediate effect by giving written notice to the other Party if:
- 13.3.1 the other Party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - 13.3.2 the other Party commits a Material Breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 15 days after being notified in writing to do so;
 - 13.3.3 the other Party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
 - 13.3.4 the other Party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;
 - 13.3.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other party;
 - 13.3.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other Party;
 - 13.3.7 the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver;
 - 13.3.8 a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;
 - 13.3.9 a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within 10 business days;
 - 13.3.10 any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.3.2 to clause 13.3.8 (inclusive); or
 - 13.3.11 the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 13.4 Early Termination by Agreement: The Customer may only terminate a Subscription prior to the expiry of the Subscription Term with the Supplier's prior written agreement. Any such early termination shall be subject to payment of an early termination fee and such other terms as the Supplier may reasonably require.
- 13.5 On termination of a Subscription other than pursuant to clause 13.4, the Supplier shall refund to the Customer the proportion of the Subscription Fee paid in advance as at the date of termination and relating to the period following the date of termination, on a pro-rated basis and the Supplier shall be entitled to set-off such refund against any obligation of the Customer to pay the Termination Cost in accordance with clause 13.6.4.
- 13.6 On termination of this Agreement for any reason:
- 13.6.1 all licences granted under this Agreement, including all Subscriptions, shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
 - 13.6.2 each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;
 - 13.6.3 the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 5.7.5, unless the Supplier receives, no later than 10 Business Days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 10 Business Days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Supplier in returning or disposing of Customer Data;
 - 13.6.4 by the Supplier in accordance with clause 13.3, the Supplier shall be entitled to invoice the Customer, within 30 days after the termination date, for the Termination Costs; and
 - 13.6.5 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 13.7 Survival of Payment Obligations: Termination or expiry of this Agreement or any Subscription shall not affect any obligation of the Customer to pay any amounts accrued, invoiced, or payable prior to the effective date of termination, all of which shall remain immediately due and payable.

14 FORCE MAJEURE

Neither Party shall have any liability to the other Party under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or

telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the other Party is notified of such an event and its expected duration.

15 CONFLICT

If there is an inconsistency between any of the provisions in the main body of this Agreement and the Schedules, the provisions in the main body of this Agreement shall prevail.

16 VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

17 WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18 RIGHTS AND REMEDIES

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

19 SEVERANCE

- 19.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 19.2 If any provision or part-provision of this Agreement is deemed deleted under clause 19 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20 ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 20.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 20.4 Nothing in this clause shall limit or exclude any liability for fraud.

21 ASSIGNMENT

- 21.1 Save as set out in clauses 5.9 and 21.2, neither Party shall, without the prior written consent of the other Party (not to be unreasonably withheld, delayed or conditioned), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 21.2 The Supplier may, subject always to clause 5.9, at any time sub-contract any of its obligations under this Agreement. Notwithstanding any such subcontracting, the responsibility for fulfilling the Supplier's obligation under this Agreement shall remain with the Supplier.

22 NO PARTNERSHIP OR AGENCY

- 22.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 22.2 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

23 THIRD PARTY RIGHTS

- 23.1 This Agreement does not confer any rights on any person or Party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

24 NOTICES

- 24.1 Any notice required or other communication to be given under this Agreement shall be in writing and shall be:
- 24.1.1 delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this Agreement, or such other address as may have been notified by that party for such purposes; or
- 24.1.2 sent by email to, in the case of the:
- 24.1.2.1 Supplier: john@symterra.com
- 24.1.2.2 Customer: the entity or person placing an order for or accessing the Service and Software
- 24.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in Business Hours, at 09:00 AM on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by e-mail shall be deemed to have been received at the time of transmission (or if delivery is not in Business Hours, at 09:00 AM on the first business day following delivery).

25 GOVERNING LAW

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26 JURISDICTION

Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Agreement has been entered into on the Commencement Date.

Schedule 1 SUPPORT SERVICES

Subscription's Support Services are telephone, email and video call support for technical queries and issues. There will be ad-hoc training support for any administrators to ensure the Software can be provided and used by the Customer to its fullest extent.

Supplier aims to respond to all communications within 2 Business Days.

Ad-hoc support for 24-hour cover, weekends and holidays can be provided on request and subject to the consultancy fees as outlined in Schedule 2.

Additional support can be provided, please contact the Supplier for a quotation.

Schedule 2 SUBSCRIPTION FEE

SymTerra's Software as a Service Subscription. Where applicable this includes use by Customer's Sub-Contractors, Clients and their respective Authorised Users for the purpose of related Customer Services.

The Subscription Fee is provided to the Customer via the Order Form such as the online subscription service or invoice issued by the Supplier.

In respect of each Subscription fee + VAT is payable in respect of the Initial Subscription Term and each Renewal Term.

Ad-hoc work including consultancy related to the Services can be provided at £650/day + VAT.

Schedule 3 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Scope and purpose of processing: The Customer will process the personal data in order to provide the Services to the Customer including specific lawful basis, retention periods, and detailed security measures as mandated by UK GDPR Article 28.

Nature: Storage and transfer of the personal data for the purposes of providing the Services.

Duration of the processing: The Customer will process the personal data for the term of this Agreement and as necessary thereafter solely as required by the Data Protection Legislation and any applicable laws and regulations.

Types of personal data: Names, work e-mail address

Categories of data subject: The Customer's officers, employees, agents, subcontractors or consultants.

For further information: Please refer to our Privacy Policy and End User Terms of service, both available at: <https://www.symterra.co.uk/terms>. Additional documents are available on request.