

LANDARNA SaaS TERMS AND CONDITIONS

PARTIES

- (1) 3adapt Limited trading as Landarna incorporated and registered in England and Wales with company number 10754360 whose registered office is at F5a, The Foundry Beehive Yard, Walcot Street, Bath, England, BA1 5BT (**Landarna**).
- (2) The customer referred to in the Order Form (the **Customer**).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in clause 2.3(d).

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

Charges: the charges (if any) set out in the Order Form.

Confidential Information: any information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.1.

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 Landarna on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services.

Data: third party information and data utilised by the Service which is not the Customer Data and which is provided by Landarna's third party licensors.

Data Protection Legislation:

a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data.

b) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of personal data.

Documentation: the document made available to the Customer by Landarna online via <https://app.landarna.com> or such other web address notified by Landarna to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Domestic Law: the law of the United Kingdom or a part of the United Kingdom.

Effective Date: the date of this agreement.

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

EU Law: the law of the European Union or any member state of the European Union.

Initial Subscription Term: the initial term of this agreement as set out in the Order Form.

Normal Business Hours: 9.00 am to 5.30 pm local UK time, each Business Day.

Order Form: the details of the Customer's subscription including Services, Subscription Term, User Subscriptions and Charges.

Output: the results of the Services including any information, initial assessments, documents, reports or otherwise obtained through use of the Services.

Renewal Period: the period described in clause 12.1.

Services: the subscription services provided by Landarna to the Customer under this agreement via www.landarna.com/terms or any other website notified to the Customer by Landarna from time to time, which includes the provision of Outputs and Data as more particularly described in the Documentation.

Services Start Date: the date identified as such in the Order Form.

Software: the online software applications provided by Landarna as part of the Services.

Subscription Fees: the subscription fees payable by the Customer to Landarna for the User Subscriptions, as set out in the Order Form.

Subscription Term: has the meaning given in clause 12.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Third Party Licence Terms: the third party licence terms which apply to the Services from time to time and which are published at <https://www.landarna.com/third-party-licence-terms> from time to time.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

User Subscriptions: the user subscriptions purchased by the Customer pursuant to clause 7.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this agreement.

User Subscription Maximum: the maximum number of users (if any) as set out in the Order Form.

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.

- 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 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 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.
- 1.8 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.
- 1.9 A reference to **writing** or **written** excludes fax but includes email.
- 1.10 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.

2. SERVICES AND AUTHORISED USERS

- 2.1 Landarna shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement and the Third Party Licence Terms which are expressly incorporated into this agreement.
- 2.2 Subject to the User Subscription Maximum, the restrictions set out in this clause 2 and the other terms and conditions of this agreement, Landarna hereby grants to the Customer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to permit the Authorised Users to use the Services, Data and the Documentation during the Subscription Term solely for the Customer's internal business operations.
- 2.3 In relation to the Authorised Users, the Customer undertakes that:
- (a) the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the User Subscription Maximum it has purchased from time to time;
 - (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;
 - (c) 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;
 - (d) it shall maintain a written, up to date list of current Authorised Users and provide such list to Landarna within 5 Business Days of Landarna's written request at any time or times;
 - (e) it shall permit Landarna or Landarna's designated auditor to audit compliance with this agreement on reasonable prior notice, no more than once in any 12-month period unless a material breach is reasonably suspected. Each such audit may be conducted at Landarna'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;
 - (f) if any of the audits referred to in clause 2.3(e) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to

Landarna's other rights, the Customer shall promptly disable such passwords and Landarna shall not issue any new passwords to any such individual; and

- (g) if any of the audits referred to in clause 2.3(e) reveal that the Customer has underpaid Subscription Fees to Landarna, then without prejudice to Landarna's other rights, the Customer shall pay to Landarna an amount equal to such underpayment as calculated in accordance with Landarna's standard price list within 10 Business Days of the date of the relevant audit.
- (h) Guest Users may be granted access for collaboration and information-sharing purposes. Guest user accounts may be reassigned once per contract year.

2.4 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and Landarna 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.

2.5 The Customer shall not:

- (a) 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:
 - (i) 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
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- (b) access all or any part of the Services, Data and/or Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- (c) use the Services, Data and/or Documentation to provide services to third parties; or
- (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Data and/or Documentation available to any third party except the Authorised Users, or
- (e) attempt to obtain, or assist third parties in obtaining, access to the Services, Data and/or Documentation, other than as provided under this clause 2; or
- (f) introduce or permit the introduction of, any Virus into Landarna's network and information systems.

- 2.6 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Data and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Landarna.
- 2.7 The rights provided under this clause 2 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 2.8 Additional User Subscriptions may be purchased, and the User Subscription Maximum may be increased, upon request and with Landarna's prior written agreement which may be given subject to the payment of an additional fee which will be pro-rated from the date of activation by Landarna for the remainder of the Initial Subscription Term or then current Renewal Period (as applicable).

3. DATA PROTECTION

- 3.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 3 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 3.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Landarna is the Processor. This clause 3 sets out the scope, nature and purpose of processing by Landarna, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 3.3 Without prejudice to the generality of clause 3.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Landarna and/or lawful collection of the Personal Data by Landarna on behalf of the Customer for the duration and purposes of this agreement.
- 3.4 Without prejudice to the generality of clause 3.1, Landarna shall, in relation to any Personal Data processed in connection with the performance by Landarna of its obligations under this agreement:
 - (a) process that Personal Data only on the documented written instructions of the Customer unless Landarna is required by Domestic Law or EU Law to otherwise process that Personal Data. Where Landarna is relying on Domestic Law or EU Law as the basis for processing Personal Data, Landarna shall promptly notify the Customer of this before performing the processing required by the Domestic Law or EU Law unless the Domestic Law or EU Law prohibits Landarna from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, 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);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - (d) 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;

- (e) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
 - (f) 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 Domestic Law or EU Law to store the Personal Data; and
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 3 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of Landarna, an instruction infringes the Data Protection Legislation.
- 3.5 The Customer provides a general authorisation for Landarna to engage sub-processors to process Personal Data on the Customer's behalf, including the sub-processors listed at <https://www.landarna.com/sub-processors>. Updated list of sub-processors will always be available in the documentation and Landarna shall provide Customer with notification of new sub-processors in accordance with clause 3.6 below. The Customer will have the right to object to addition of a new sub-processor in accordance with clause 3.6 below. Landarna shall impose substantially the same data protection terms on any sub-processor it appoints as contained in this clause 3 and as between the Customer and Landarna, Landarna shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 3.
- 3.6 Landarna shall notify Customer if it adds or removes sub-processors using the mechanism set out in clause 3.5 above. The Customer may object in writing to the appointment of such a new sub-processor on reasonable grounds relating to data protection by notifying Landarna promptly in writing within 10 calendar days of receipt of Landarna's notice. Such notice shall explain the reasonable grounds for the objections. In such an event, the parties shall discuss Customer's concerns in good faith with a view to achieving commercially reasonable resolution. If the parties are unable to achieve a resolution acceptable to both of them, Landarna shall be entitled to terminate this agreement immediately on notice. Alternatively, where a resolution cannot be reached, the Customer may terminate the agreement without penalty.
- 3.7 Either party may, at any time on not less than 30 (thirty) days' notice, revise this clause 3 by replacing it with any applicable controller to processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).
- 3.8 Processing by Landarna:
- (a) Scope, Nature & Purpose of Processing - for the purpose of providing the Services to the Data Subjects as representatives of the Customer.
 - (b) Duration of Processing - Subscription Term plus 12 months
 - (c) Types of Personal Data - Name, email address, IP address, phone number, job title, organisation
 - (d) Categories of Data Subject - Employees, agents and contractors of the Customer
- 3.9 Personal Data is processed in accordance with Landarna's Privacy Policy available at <https://www.landarna.com/privacy-policy>
- 3.10 The parties' respective obligations in relation to such processing are set out in the Data Processing Agreement at Schedule 2.
- 4. LANDARNA'S OBLIGATIONS**
- 4.1 Landarna undertakes that the Services will be performed with reasonable skill and care.

- 4.2 Landarna provides a standard support service as described in the Service Level Agreement (Schedule 1).
- 4.3 The Services are based on a methodology developed by Landarna which makes certain assumptions and has certain limitations all of which are described in the Documentation. The Customer acknowledges and agrees that it has read the Documentation and understands that the Outputs are indicative and provided for decision-support purposes only and should not be relied upon as professional advice. The Customer remains responsible for decisions taken using the Outputs.
- 4.4 The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Landarna's instructions, or modification or alteration of the Services by any party other than Landarna or Landarna's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Landarna will, at its expense, use its reasonable commercial endeavours to correct any such non-conformance promptly. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 4.1.
- 4.5 Landarna:
- (a) does not warrant that:
 - (i) the Customer's use of the Services will be uninterrupted or error-free; or
 - (ii) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
 - (iii) the Software or the Services will be free from Viruses;
 - (iv) any information, results, reports or Outputs from the use of the Service is accurate.
 - (b) relies on third party Data in order to provide the Services and makes no warranty or representation (including as to accuracy or completeness) regarding the Outputs or the Data which the Customer accesses via the Service and shall not be responsible for the Outputs generated and any action the Customer takes based on such Outputs or Data.
 - (c) is not responsible for the Customer Data inputted into the Service by the Customer or the Outputs generated by the Customer Data.
 - (d) 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.
- 4.6 This agreement shall not prevent Landarna 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.
- 4.7 Landarna warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.
- 4.8 Landarna shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy set out in the Documentation as such Documentation may be amended by Landarna from time to time, acting reasonably. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Landarna shall be for Landarna to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Landarna in accordance with the archiving procedure described in its Back-Up Policy. Landarna 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 Landarna to perform services related to Customer Data maintenance and back-up for which it shall remain fully liable.

5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

- (a) provide Landarna with all necessary co-operation in relation to this agreement;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) 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, Landarna may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) 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;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Landarna, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;
- (f) ensure that its network and systems comply with the relevant specifications provided by Landarna from time to time; and
- (g) 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 Landarna'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.

5.2 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.

6. 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. Landarna 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 Landarna. Landarna 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. Landarna does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

7. CHARGES AND PAYMENT

7.1 Where the Order Form state that the Services are provided on a trial subscription basis, no Subscription Fees shall be payable and the entirety of this clause 7 shall not apply.

- 7.2 The Customer shall pay the Subscription Fees to Landarna for the User Subscriptions in accordance with this clause 7 and the Order Form.
- 7.3 Unless the Order Form state that the Services are being provided on a trial basis, the Customer shall on the Effective Date provide to Landarna a valid approved purchase order information acceptable to Landarna and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
- (a) its approved purchase order information to Landarna, Landarna shall invoice the Customer:
 - (i) on the Service Start Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
 - (ii) subject to clause 12.1, at least 30 days prior to each anniversary of the Service Start Date for the Subscription Fees payable in respect of the next Renewal Period,
- and the Customer shall pay each invoice within 30 days after the date of such invoice.
- 7.4 If Landarna has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Landarna:
- (a) Landarna may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Landarna shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - (b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of Bank of England base rate from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 7.5 All amounts and fees stated or referred to in this agreement:
- (a) are, subject to clause 11.3(b), non-cancellable and non-refundable;
 - (b) are exclusive of value added tax, which shall be added to Landarna's invoice(s) at the appropriate rate.
- 7.6 Subscription Fees are set out in the applicable Order Form and shall remain fixed for the duration of the relevant Call-Off Contract. Any changes to Subscription Fees shall apply only to future Call-Off Contracts (including any renewal entered into as a new Call-Off) and shall be reflected in Landarna's published G-Cloud pricing. No change to Subscription Fees shall take effect during the term of an existing Call-Off Contract unless expressly agreed in writing by the parties.
- 8. PROPRIETARY RIGHTS**
- 8.1 The Customer acknowledges and agrees that Landarna and/or its licensors own all intellectual property rights in the Services, the Data and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
- 8.2 Landarna confirms 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.

- 8.3 Landarna shall have the right to collect and analyse anonymized and aggregated data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including anonymized aggregate information derived from Customer Data), and Landarna will be free (during and after the Subscription Term) to (i) use such information and data to improve and enhance the Services or for other development, diagnostic and corrective purposes in connection with the Services and other Landarna offerings and (ii) make such data available in the aggregated and anonymized form.

9. CONFIDENTIALITY

- 9.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement, including but not limited to:

- (a) any information that would be regarded as confidential by a reasonable business person relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, or plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- (b) any information developed by the parties in the course of carrying out this agreement and the parties agree that:
 - (i) the Data, details of the Services, and the results of any performance tests of the Services, shall constitute Landarna Confidential Information; and
 - (ii) Customer Data shall constitute Customer Confidential Information;

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

- 9.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party; or
- (d) the parties agree in writing is not confidential or may be disclosed; or
- (e) is aggregated and anonymised as described in clause 8.3

- 9.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 9.

- 9.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 9.5 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 9.5 it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 9.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this clause are granted to the other party, or to be implied from this agreement.
- 9.7 On termination or expiry of this agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information (but not including any data referred to in clause 8.3);
 - (b) save for the Customer Data which shall be dealt with in accordance with clause 12.4(c), erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 12 (Term and Termination).
- 9.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (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.
- 9.9 Except as expressly stated in this agreement, no party makes any express or implied warranty or representation concerning its Confidential Information.
- 9.10 The above provisions of this clause 9 shall survive for a period of five years from termination or expiry of this agreement.
- 10. INDEMNITY**
- 10.1 The Customer shall defend, indemnify and hold harmless Landarna against 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 use of the Services and/or Documentation, provided that:

- (a) the Customer is given prompt notice of any such claim;
 - (b) Landarna provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
 - (c) the Customer is given sole authority to defend or settle the claim.
- 10.2 Landarna 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 United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- (a) Landarna is given prompt notice of any such claim;
 - (b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Landarna in the defence and settlement of such claim, at Landarna's expense; and
 - (c) Landarna is given sole authority to defend or settle the claim.
- 10.3 In the defence or settlement of any claim, Landarna 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 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 10.4 In no event shall Landarna, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- (a) a modification of the Services or Documentation by anyone other than Landarna; or
 - (b) the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Landarna; or
 - (c) the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from Landarna or any appropriate authority; or
 - (d) data supplied to Landarna or the Customer via a third party.
- 10.5 The foregoing states the Customer's sole and exclusive rights and remedies, and Landarna's (including Landarna's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

11. LIMITATION OF LIABILITY

- 11.1 Except as expressly and specifically provided in this agreement:
- (a) the Customer assumes sole responsibility for Outcomes obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. Landarna shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Landarna by the Customer in connection with the Services, or any actions taken by Landarna at the Customer's direction;
 - (b) 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
 - (c) the Services and the Documentation are provided to the Customer on an "as is" basis.

- 11.2 Nothing in this agreement excludes the liability of Landarna:
- (a) for death or personal injury caused by Landarna's negligence; or
 - (b) for fraud or fraudulent misrepresentation.
- 11.3 Subject to clause 11.1 and clause 11.2:
- (a) Landarna 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 loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this agreement; and
 - (b) Landarna's total aggregate liability in contract (including in respect of the indemnity at clause 10.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the total Subscription Fees paid in the 12 months immediately preceding the claim.
- 11.4 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of Landarna's Intellectual Property Rights".

12. TERM AND TERMINATION

- 12.1 Where the Order Form states that the Initial Subscription Term is a trial subscription, this agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term after which it shall expire without notice. Where the Order Form do not state that the Initial Subscription Term is a trial subscription, this agreement shall, unless otherwise terminated as provided in this clause 12, commence on the Service Start Date and shall continue for the Initial Subscription Term and, thereafter, this agreement shall be automatically renewed for successive periods of the same length as the Initial Subscription Term (each a **Renewal Period**), unless:
- (a) either party notifies the other party of termination, in writing, at least 30 days before the end of the Initial Subscription Term or any Renewal Period, in which case this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period; or
 - (b) otherwise terminated in accordance with the provisions of this agreement;
- and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the **Subscription Term**.
- 12.2 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:
- (a) 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 14 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
 - (c) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent

restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

- (d) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the other party's financial position deteriorates to such an extent that in the terminating party's reasonable opinion the other party's capability to adequately fulfil its obligations under the agreement has been placed in jeopardy.

12.3 Without affecting any other right or remedy available to it, Landarna may:

- (a) terminate the agreement or any part of it; or
- (b) suspend the Services or any part of them,

with immediate effect by giving written notice to the Customer if:

- (i) any of its third party licences on which it relies to provide the Services terminates or changes such that Landarna is unable to provide the Services on the terms of this agreement; or
- (ii) the Customer is in breach of the terms of the Third Party Licence Terms.

12.4 On termination or expiry of this agreement for any reason:

- (a) all licences granted under this agreement, shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- (b) 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;
- (c) Landarna shall make Customer Data available for export in standard formats on request prior to deletion, in accordance with the Service Definition Document; and
- (d) 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. GENERAL

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

13.2 **Assignment and other dealings.**

- (a) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this agreement.

13.3 **Entire agreement.**

- (a) The 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.

- (b) 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. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 13.4 **Variation.** No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.5 **Waiver.**
- (a) A waiver of any right or remedy under this agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.6 **Severance.** If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.6 shall not affect the validity and enforceability of the rest of this agreement.
- 13.7 **Notices.**
- (a) Any notice given to a party under or in connection with this agreement shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) sent by email to support@landarna.com in the case of Landarna and the address specified in the Order Form in the case of the Customer.
- (b) Any notice shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (iii) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.7(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause 13.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 13.8 **Third party rights.** This agreement does not give rise to any rights under this agreements (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

- 13.9 **Governing law.** The agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
- 13.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

Schedule 1: Service Level Agreements

- a. We guarantee 99.5% service availability per calendar month, excluding planned maintenance. This equates to a maximum of approximately 3 hours and 36 minutes of unplanned downtime per month. Availability is measured at the application level.
- b. The service is hosted on resilient cloud infrastructure with redundancy across core components, and availability is continuously monitored to support timely detection and response to incidents. Planned maintenance is scheduled outside core UK business hours where possible and customers are notified in advance.
- c. Availability calculations exclude outages arising from factors outside our reasonable control, including customer-side connectivity issues, failures of third-party networks or services, or force majeure events.
- d. Where unplanned downtime exceeds 3 hours and 36 minutes in a calendar month, 3ADAPT will provide the customer with a service credit equal to one hour of the monthly service fee, calculated on a pro-rata basis (exclusive of VAT and excluding any separately agreed bandwidth or storage charges), for each full completed hour of downtime beyond the threshold. The maximum service credit available in any one month shall not exceed the total monthly service fee.
- e. Service credits are non-cumulative and represent the customer's sole financial remedy for failure to meet the availability commitment.

Schedule 2: Data Processing Agreement

Schedule 2 is *supplemental* to Clause 3

a. Definition of Customer Data

- a. For the purposes of this Agreement, "Customer Data" refers to all electronic data, information, or material submitted to the Service by the User. This includes:
 - i. Personal Data: Information relating to identified or identifiable natural persons (e.g., names, emails, addresses)
 - ii. Proprietary Data: Non-personal technical data, including restricted geographic data, spatial datasets, and organizational information.

b. Data Processing & Security

- a. The Company shall process all Customer Data in a secure manner, implementing appropriate technical and organizational measures to prevent unauthorized access, disclosure, or loss. The Company acts as a Data Processor for any Personal Data and a Service Provider for Proprietary Data. The User maintains full ownership and control over the data they choose to upload and is responsible for ensuring they have the legal right to process said data.

c. Access and Disclosure

- a. Closed User Group: Customer Data is strictly partitioned. Access is limited solely to the User's authorized organization members and any third parties explicitly invited by the User into the system.
- b. No Third-Party Sharing: The Company shall not share, sell, or disclose Customer Data to any third parties except where required by law or to facilitate the Service through vetted sub-processors (e.g., secure cloud hosting).

Schedule 3: Support

a. Support System & Channels

- i. LANDARNA includes a standard support service within the SaaS subscription. Our support desk operates during UK Business Hours (09:00-17:30, Monday to Friday, excluding public holidays).
- ii. Email & Ticketing: All support requests sent to our support email address are automatically captured by our Freshdesk ticketing system. A unique ticket ID is assigned to every request for tracking and audit purposes.
- iii. Phone Support: Available during business hours for operational queries and urgent issue resolution.
- iv. Web Chat: Not provided as part of the service.
- v. Enhanced Support: Optional onboarding assistance, configuration support, or dedicated Account Managers can be agreed upon via a separate call-off contract.

b. Incident Severity & Response Times

- i. When a ticket is received via our support system, it is triaged by our team and assigned a Severity Level. The following table defines our target Initial Response Times (the time it takes for a human agent to acknowledge and begin work on the ticket):

Severity	Description	Initial Response
P1 - Critical	Total Loss of Service: The platform is inaccessible to all users. No workaround exists.	2 Business Hours
P2 - High	Severe Functional Loss: Major features are unavailable or failing, significantly impacting operations.	4 Business Hours
P3 - Medium	Minor Functional Loss: A specific feature is not working as expected, but a workaround exists or impact is limited.	1 Business Day
P4 - Low	General Inquiry: Cosmetic issues, feature requests, or general "how-to" questions.	2 Business Days

Schedule 4: Data Backup and Disaster Recovery

At **3ADAPT**, we are committed to safeguarding your data with the highest level of security and reliability. Our comprehensive backup strategy ensures that your information remains safe and accessible under all circumstances.

a. Backup Procedures

- a. The Company maintains a rigorous data backup schedule to ensure the continuity and integrity of Customer Data. This strategy includes:
- b. Automated Daily Backups: Incremental or full backups of all active Customer Data are performed every 24 hours.
- c. Security & Encryption: All backup data is encrypted both in transit and at rest using industry-standard protocols. Access is strictly limited to authorized personnel via multi-factor authentication.

b. Data Integrity and Testing

- a. The Company regularly performs restoration tests to verify the integrity of backup files and the efficacy of its disaster recovery protocols. While the Company employs these measures to minimize data loss, the Customer acknowledges that no backup system is entirely infallible.

c. Liability and Recovery Point Objective (RPO)

- a. The Company's backup strategy is designed to achieve a maximum Recovery Point Objective (RPO) of 24 hours. In the event of data loss, the Company's sole liability shall be to use commercially reasonable endeavors to restore the data from the most recent available backup. The Company shall not be liable for any data loss occurring between the time of the last successful backup and the point of failure.