

Terms & Conditions

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply to this Agreement:

“Affiliate” means, in relation to a body corporate, any subsidiary, subsidiary undertaking or holding company of this body corporate, and any subsidiary or subsidiary undertaking of any such holding company for the time being as defined in section 1159 of the Companies Act 2006;

“Authorised User” has the meaning set out in 2.2;

“Business Day” means any day which is not a Saturday, Sunday or public holiday in the UK;

“Client” the entity to whom the Quote is addressed;

“Client Materials” means both (i) materials, content, data or other Intellectual Property Rights supplied, input, uploaded or made available to the Platform by the Client and (ii) any resultant or derived materials that are created, developed or otherwise generated by the Client in its use of the Service or the Platform;

“Effective Date” the date of acceptance of the Quote by the Client;

“Feedback” means any feedback, suggestion or idea for improving or otherwise modifying any of the Platform or Services or any of their functionality.

“Fees” the price for the Services, as set out in the Quote;

“Initial Term” as set out in the Quote;

“Intellectual Property Rights” means copyright, design rights, database right, patents and any rights to inventions, know-how, trade and business names, trade secrets, logos and devices, goodwill, trade and service marks (whether registered or unregistered) and any applications therefor and all rights in confidential information which may now, or in the future, subsist anywhere in the world, including

the right to sue for and recover damages for past infringements;

“Platform” means the web-based, hosted software as a service application platform available at <https://app.searchland.co.uk/login>, including any data made available through the Platform;

“Purpose” means the purpose of evaluating and acquiring land or property;

“Renewal Term” has the meaning given to it in clause 12.1;

“Reports” means any reports generated by the Client by use of the Platform;

“Searchland” Searchland Ltd, a company registered in England and Wales under company no: 12866303 and whose registered office is at 229 House Of Creatives Shoreditch High Street, London, England, E1 6PJ;

“Services” the services to be supplied by Searchland, as set out in the Quote;

“Term” means the term of this Agreement.

1.2 In this Agreement, unless the context requires otherwise:

1.2.1 headings are for ease of reference and shall not affect interpretation of this Agreement;

1.2.2 references to clauses are to clauses of this Agreement;

1.2.3 references to any gender include all genders;

1.2.4 reference to the singular includes the plural and vice versa;

1.2.5 “including” shall be deemed to mean “including, without limitation” and shall not limit the types or categories to the information or items following such types or categories; and

1.2.6 references to any statute or similar instrument shall be read as including amendments and re-enactments.

2. SERVICES

2.1 In consideration of the Client’s obligations in this Agreement, Searchland shall provide the Services for the Term.

2.2 The Client’s access to the Platform and the Services shall be limited to

individuals nominated by the Client (“Authorised Users”). Authorised Users will be allocated a username and password by Searchland at Searchland’s discretion.

2.3 The Client may request to change, delete and add to the individuals nominated as Authorised Users on notice to Searchland. Additional Authorised Users may be subject to an additional Fee.

2.4 The Client shall, and shall ensure that each Authorised User shall, keep its password confidential. Searchland shall not be liable for any losses or damage suffered by the Client due to the disclosure of any passwords.

2.5 The Client shall not, and shall ensure that the Authorised Users shall not, use the Services or the Platform in a manner that may violate any applicable law or regulation.

3. LICENCE

3.1 In consideration of the Client’s obligations in this Agreement, Searchland hereby grants to the Client, for the Term, a revocable non-exclusive, non-transferable, non-sublicensable right and licence to use the Services and Platform solely for the Purpose and in accordance with the terms of this Agreement.

3.2 The Licence is granted to the Client only and not to any Affiliate of the Client, save as provided in this Agreement or agreed by the parties in writing.

3.3 The Client undertakes and warrants to Searchland that it shall not use the Service or Platform for the benefit of any third party nor use the Service or Platform to provide services to any third party, including Affiliates.

4. FEES

4.1 For access to and use of the Service or Platform, the Client will pay the Fees annually in advance in respect of the Initial Term and any Renewal Term. Searchland shall issue an invoice for the Fees annually throughout the Term.

4.2 Unless otherwise set out, the Fees are to be paid within 7 days from the date of the invoice to the Client.

4.3 Unpaid amounts are subject to a late interest charge of 1.5% per month on any outstanding balance, or the maximum amount permitted by law, whichever is lower, plus all expenses of collection.

4.4 Non-payment of Fees when due shall constitute a remediable material breach of this Agreement. In the event of non-payment of Fees, Searchland may immediately suspend the Services and access to the Platform.

4.5 The Client shall be responsible for all taxes associated with the Platform and/or Services other than UK taxes based on Searchland's net income.

4.6 If the Client's use of the Platform and/or Services exceeds the scope of this Agreement or the Purpose, the Client shall be billed for such usage at Searchland's usual rates and the Client agrees to pay the additional fees.

4.7 If the Client believes that Searchland has billed the Client incorrectly, the Client must contact Searchland no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit.

5. INTELLECTUAL PROPERTY & FEEDBACK

5.1 All Intellectual Property Rights in and to the Service and Platform (including, all graphics, data, user interfaces, logos, object and source code, virtual machines, architecture, designs and associated logic, process flows and algorithms comprised therein) are expressly reserved by and belong to Searchland or the applicable third party licensor, including any and all improvements, enhancements or modifications and all know-how and methodologies relating to the same. The Client shall have no rights in or to the Platform other than the right to use it in accordance with the terms of this Agreement.

5.2 The Client shall own all rights, title and interest in and to all of the Client Materials and the Client shall have sole responsibility for their legality, reliability, integrity, accuracy and quality.

5.3 During the Term, Searchland shall not have any responsibility to restore any lost or damaged Client Materials and the Client is advised to back-up the same frequently and comprehensively and take all preventative measures against their loss.

5.4 Searchland has not agreed to and does not agree to treat as confidential any Feedback (as defined above) that the Client, the Client's clients, or other users provide to Searchland, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Searchland's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback. Searchland shall be under no obligation to compensate or credit the Client or the Client's client or other user in question. The Client hereby grants Searchland a perpetual, irrevocable right and license to exploit Feedback in any and every way.

6. CONFIDENTIALITY

6.1 Searchland and the Client shall each keep confidential all information relating to the following (where disclosed prior to or after the date of this Agreement):

6.1.1 the Service or Platform (including any proprietary information forming part of the Service or Platform such as data, composition, structure, source code or other trade secrets in the software, platform or prototypes);

6.1.2 any information or document marked as “Confidential”, or expressly indicated to be confidential; and

6.1.3 any information which could reasonably be regarded as confidential (together, “Confidential Information”);

6.2 Searchland and the Client shall each:

6.2.1 not disclose the Confidential Information in whole or in part, directly or indirectly, to any other persons or third parties without the other party’s written consent save to those of its personnel and representatives involved in:

(a) development or use of the Service or Platform; or

(b) the development and use of any Client Materials; and

(c) who have a need to know the same, and in each case provided that the recipient of such Confidential Information is subject to obligations of confidentiality no less onerous than those contained in this Agreement.

6.2.2 not make or release copies of the Confidential Information (other than where reasonably necessary to perform either party’s obligations or exercise its rights under this Agreement); and

6.2.3 use the other party’s Confidential Information solely in connection with the Service or Platform and for the purpose of performing its obligations under this Agreement.

6.3 The provisions of clause 6.1 shall not apply to the Confidential Information to the extent that it is:

6.3.1 already known to the receiving party prior to the Effective Date;

6.3.2 developed by either party at any time independently of the Confidential Information disclosed to it by the other party;

6.3.3 already in the other’s possession other than as a result of a breach of a contractual obligation or obligation of confidence;

6.3.4 already in the public domain other than as a result of a breach of a contractual obligation or obligation of confidence;

6.3.5 Feedback; or

6.3.6 required to be disclosed pursuant to any law or regulation from time to time in force or by the rules of any stock exchange or by a court of competent jurisdiction

or by any legal or regulatory authority (including the police), provided always that the receiving party shall not so disclose such information without giving the disclosing party a reasonable opportunity to contest such disclosure (where it is lawful to do so).

6.4 Upon expiry or termination of this Agreement for whatever reason, each party shall return, destroy or permanently erase all of the other party's Confidential Information in its possession or control within thirty (30) days of such expiry or termination, save that the parties may retain one copy of any Confidential Information that they are reasonably required to retain by law.

7. RESTRICTIONS OF USE

7.1 Other than to the extent permissible at law, the Client shall not, directly or indirectly, reverse engineer, disassemble or decompile any prototypes or software or other tangible objects that embody Searchland's proprietary information in the Platform nor use any similar means to discover the underlying composition, structure, source code or trade secrets of the aforesaid.

7.2 If the Client considers it necessary to decompile (as permitted under section 50B of the Copyright, Design and Patents Act 1988) any part of the Platform in order for the Client to use the Platform in accordance with this Agreement, the Client must first provide written notice to Searchland before attempting to decompile any part of the Platform. Such written notice shall set out in detail the information necessary to achieve the Client's use of the Platform in accordance with this Agreement. The Client must not attempt to decompile any part of the Platform until it has received the Client's written response to such notice.

7.3 Upon expiry or termination of this Agreement for whatever reason, all rights and licences in and to the Platform and Services shall automatically cease and the Client shall immediately stop using the Service and Platform.

8. NON-SOLICITATION

8.1 In order to protect their legitimate business interests each party covenants with the other party (for itself and as agent for each of its Affiliates) that it shall not (and shall procure that none of its Affiliates shall) (except with the prior written consent of the other party), solicit or entice away, or attempt to solicit or entice away, from the employment or service of that other party (or its Affiliates) the services of any Restricted Person other than by means of a national advertising campaign open to

all-comers and not specifically targeted at such staff of that other party or its Affiliates.

8.2 The parties shall be bound by the covenant set out in clause 8.1 during the Term and for a period of 12 months thereafter.

8.3 For the purposes of this clause 8 a “Restricted Person” in respect of a party shall mean any firm, company or person employed or engaged by that party or its Affiliates during the Term (excluding administrative personnel and those without significant development, mathematics, financial or data science expertise) who has been engaged in the development of the Platform (or part thereof) or provision of the Service either as principal, agent, employee, independent contractor or in any other form of employment or engagement.

9. DATA PROTECTION

9.1 In this Clause:

9.1.1 the terms: “Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”; “Process” and “Processing” have the meanings ascribed to them in the GDPR.

9.1.2 “Data Protection Legislation” means the GDPR and applicable laws implementing or supplementing the GDPR (including the Data Protection Act 2018) and EU Directive 2002/58/EC, as transposed into domestic legislation of the UK and each Member State and as amended, replaced or superseded from time to time

9.1.3 “GDPR” means the European General Data Protection Regulation (2016/679) and the UK General Data Protection Regulation, as applicable;

9.1.4 “Sub-Processor” means any entity or person (excluding an employee of Searchland) appointed by or on behalf of Searchland to process Personal Data on behalf of Searchland in connection with this Agreement.

9.2 The parties to not intend Personal Data to be processed under this Agreement. However, Searchland processes Personal Data on behalf of the Client, it shall do so as a Processor for the Client, the Controller, and this clause 9 shall apply.

9.3 The Client shall, when instructing Searchland, notify Searchland in writing of:

9.3.1 the subject matter and duration of the Processing of Personal Data, to the extent not set out in this Agreement;

9.3.2 the nature and purpose of the Processing of Personal Data;

9.3.3 the types of Personal Data to be Processed;

9.3.4 the categories of Data Subject to whom Personal Data relates; and

9.3.5 the obligations and rights of the Client, to the extent not set out in this Agreement.

9.4 Where Searchland processes Personal Data on behalf of the Client, then Searchland shall:

9.4.1 only process such Personal Data on the Client's lawful documented instructions including in respect to transfers of such Personal Data to a country outside of the European Economic Area (EEA), unless processing is required by applicable laws;

9.4.2 take reasonable steps to ensure the reliability of its employees who have access to such Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality;

9.4.3 takes all measures required pursuant to Article 32 of the GDPR;

9.4.4 taking into account the nature of the processing and the information available to Searchland, Searchland shall assist the Client by implementing appropriate technical and organisational measures, insofar as this is reasonably possible, for the fulfilment of the Client's obligations:

(a) to respond to requests to exercise Data Subject rights under the GDPR; and

(b) pursuant to Articles 32 to 36 of the GDPR;

9.4.5 at the written direction of the Client, delete or return such Personal Data to the Client at the end of the Term unless Searchland is required by law to retain it;

9.4.6 make available to the Client information strictly necessary to demonstrate Searchland's compliance with the obligations set out in this clause, including to allow for and contribute to reasonable audits (at the Client's sole cost), conducted by the Client or an auditor designated by the Client; and

9.4.7 inform the Client if, in its opinion, the Client's instruction infringes Data Protection Legislation.

9.5 The Client hereby grants a general authorisation to Searchland to engage Sub-processors. Searchland shall inform the Client of any intended changes concerning the addition or replacement of Sub-processors.

9.6 With respect to each Sub-processor, Searchland shall ensure that the arrangement between Searchland and the Sub-processor, is governed by a contract including:

9.6.1 terms which offer at least the same level of protection for Personal Data as those set out in this clause; and

9.6.2 terms which meet the requirements of Article 28(3) of the GDPR.

9.7 The Client hereby grants a general authorisation to Searchland to process

personal data for its own purposes, as an independent data controller, subject to its compliance with Data Protection Legislation.

9.8 Searchland shall inform the Client of any intended changes concerning the addition or replacement of Sub-processors.

10. WARRANTIES AND INDEMNITY

10.1 Each party represents, warrants and undertakes to the other that:

10.1.1 it has the requisite rights, consents, power and authority to enter into this Agreement and to perform fully its obligations hereunder;

10.1.2 it shall perform its obligations in accordance with applicable law; and

10.1.3 that it has not entered into and will not enter into any arrangement which would restrict or inhibit the exercise by the other party of its rights under this Agreement.

10.2 Searchland warrants that it shall provide the Service and Platform using reasonable care and skill.

10.3 The Client shall indemnify and keep indemnified and defend at its own expense Searchland, its Affiliates and their respective directors and employees against claims, actions, proceedings, losses, liabilities, damages, expenses and costs (including court costs and reasonable legal fees) arising out of or in connection with:

10.3.1 the Client's use of the Service or Platform otherwise than in accordance with this Agreement;

10.3.2 claims from a third party that the Client Materials infringe the Intellectual Property Rights or other rights of a third party; and

10.3.3 any breach of the Client's warranties or representations under this Agreement.

11. DISCLAIMER AND LIABILITY

11.1 This clause 11 sets out Searchland's entire financial liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:

11.1.1 arising under or in connection with this Agreement;

11.1.2 in respect of the Platform or any Searchland or third party data or software incorporated into or assessed by use of the Platform;

11.1.3 in respect of any loss of use, damage, corruption or unauthorised disclosure

or access of any Client Materials or other Intellectual Property Rights of the Client;
11.1.4 in respect of any use made by the Client of the Services or any part of them;
and

11.1.5 in respect of any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

11.2 In no event shall Searchland be held liable for:

11.2.1 any third party data or software incorporated into or assessed by use of the Platform;

11.2.2 any loss of profits, goodwill, reputation or wasted management time, whether in an action of contract, tort (including negligence), breach of statutory duty or otherwise, arising from or out of the use of or inability to use the Service or Platform or from other dealings in the Service or Platform;

11.2.3 claims (including those of third parties) for damages or other liability or for any general, special, direct, indirect, incidental, or consequential damages;

11.2.4 direct or indirect losses incurred in respect of any third party claims relating to damage to an individual's reputation.

11.4 Except as expressly and specifically provided in this Agreement, the Client assumes sole responsibility for its use of the Platform and Services, and for the results of, or conclusions drawn from, such use. Searchland will have no liability for any damage caused by errors or omissions in any Reports.

11.5 The Services are provided "as is" to the fullest extent permissible pursuant to applicable law. Save as set out in this Agreement, Searchland disclaims all warranties and conditions express or implied, including, but not limited to, implied warranties of satisfactory quality and fitness for a particular purpose, in relation to the Services, their use and the results of such use. Save as set out in this Agreement, Searchland specifically disclaims any warranty:

11.5.1 in respect of any Searchland or third party software or data incorporated into or accessed by use of the Platform;

11.5.2 that third party software or data incorporated into or accessed by use of the Platform will remain available for the Term;

11.5.3 that the Services and their availability will be uninterrupted or error-free;

11.5.4 that data incorporated into or accessed by use of the Platform will be accurate or up to date;

11.5.5 that defects will be corrected;

11.5.6 that there are no viruses or other harmful components;

11.5.7 that the security methods employed will be sufficient;

11.5.8 regarding correctness, accuracy, or reliability.

11.6 All warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are excluded from this Agreement to the fullest extent permitted by applicable law.

11.7 Nothing in this Agreement excludes the liability of Searchland:

11.7.1 for death or personal injury caused by Searchland's negligence;

11.7.2 for fraud or fraudulent misrepresentation; or

11.7.3 any statutory liability not capable of limitation.

11.8 Searchland's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement will be limited to the total Fees actually received by Searchland from the Client under this Agreement in the 12 month period preceding the date on which the claim arose.

12. DURATION & TERMINATION

12.1 This Agreement shall commence on the Effective Date and remain in force for the Initial Term and then automatically extend for successive periods equal to the Initial Term (each a "Renewal Term") until terminated in accordance with clause 12.

12.2 This Agreement can be terminated by either party:

12.2.1 giving not less than 30 days' written notice to the other, such notice to expire prior to the end of the Initial Term or any Renewal Term then in effect;

1.1.1 is in material breach of this Agreement and (if remediable) fails to remedy such breach within 30 days of receipt of a written request notice from the other party to do so; or

1.1.2 ceases trading (or threatens to cease trading); is subject to an order for winding up; has an administrator or liquidator appointed (or such appointment is entitled or is requested in good faith); is the subject of a bankruptcy petition or order; becomes insolvent; is incapable of paying its debts as they fall due; makes any arrangement with its creditors for the payment of its debts.

12.3 Any termination is without prejudice to either party's accrued rights or remedies.

12.4 No refunds shall be payable in respect of any termination by either party.

13. NOTICES

13.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by email to the other party at its email address set out in the Quote, delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its registered office (or such other address as may have been notified).

13.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivered outside business hours, at 9 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 2 Business Days after posting. A notice provided by email shall be deemed to have been received at the time of transmission.

14. GENERAL

14.1 This Agreement shall be binding upon and inure for the benefit of the successors in title of the parties hereto.

14.2 The terms of this Agreement may be amended by Searchland on 14 days' notice ("Amendment Notice Period") to the Client. If the Client does not agree with the amendments set out in such notice, the Client may immediately terminate this Agreement by notifying Searchland prior to the expiry of the Amendment Notice Period.

14.3 Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party.

14.4 Upon termination of this Agreement, clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14.5 This Agreement sets out the entire understanding between the parties with respect to the subject matter thereof and replaces and supersedes all prior oral and written representations, arrangements and understandings between the parties relating thereto.

14.6 Nothing in this Agreement shall be deemed to constitute a partnership or agency relationship between the parties and neither of the parties shall do or suffer to be done anything whereby it may be represented as a partner or agent of the other party.

14.7 If any part of this Agreement is or becomes unenforceable, such part will be construed as far as possible to reflect the parties' intentions and the remainder of the provisions will remain in full force and effect.

14.8 No forbearance, delay or indulgence by either party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach of this Agreement.

14.9 This Agreement is made and shall be construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English courts in relation to any dispute arising therefrom.

14.10 A person who is not a party to this Agreement shall not have any rights under or in connection with it other than to the extent permitted by law.

14.11 Searchland may at any time assign, novate or otherwise transfer any of its rights and obligations under this Agreement and shall use reasonable efforts to notify the other party within a reasonable period after doing so. Client may not without the prior written consent of Searchland transfer, assign or novate its rights or obligations under this Agreement.