



ARIDHIA SaaS DRE TERMS OF SUPPLY

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1. SCOPE OF SERVICE

- 1.1. Subject to the Customer paying the fees in accordance with clause 7 and complying with the restrictions set out in this clause 1 and the other terms and conditions of the Agreement, Aridhia grants to the Customer a non-exclusive, non-transferable, non-sublicensable right to use the Service during the term of the Agreement.
- 1.2. The Customer undertakes that if it exceeds any of the limits on the Service, as set out in the Agreement, it shall pay any additional fees that become due as a result.

2. AVAILABILITY OF SERVICE

Aridhia shall provide the Service to the Customer on, and subject to, the terms of the Agreement and in accordance with the details and specification of the Service.

3. DATA

- 3.1. Aridhia shall, in providing the Service, comply with its Privacy Policy.
- 3.2. Each party will comply with all applicable requirements of the Data Protection Legislation. This clause 3.2 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 3.3. The Customer will be responsible for all data introduced by it into, used by it in, or extracted by it from, the Service. Aridhia will have no rights to, or liability for, such data, except as accepted through provision of the Service, contained in any Data Processing Agreement entered into in relation to the Agreement, or imposed by law.
- 3.4. The parties acknowledge that for the purposes of the Data Protection Legislation, in respect of any Personal Data to which the Service relates the Customer is the data controller and Aridhia is the data processor (where data controller and data processor have the meanings as defined in the GDPR).
- 3.5. Aridhia shall, in relation to any Personal Data to which the Service relates:
 - 3.5.1. process that Personal Data only on the written instructions of the Customer unless Aridhia is required by UK Data Protection Legislation to process Personal Data (Applicable Laws). For the avoidance of doubt, the Agreement constitutes written instructions by the Customer to Aridhia to process the Personal Data within the Customer Data to enable Aridhia to operate and provide the Service, and to otherwise process such Personal Data as identified in the Agreement;
 - 3.5.2. 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 Service, 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);

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- 3.5.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - 3.5.4. 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;
 - 3.5.5. notify the Customer without undue delay on becoming aware of a Personal Data breach;
 - 3.5.6. in anticipation of termination of this Agreement either return or delete the Personal Data, unless required by Data Protection Legislation to continue to store the Personal Data; and
 - 3.5.7. maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor.
- 3.6. Aridhia will not transfer any Personal Data within the Customer Data in breach of the Data Protection Legislation.
 - 3.7. Aridhia is permitted to process the Customer Data by anonymising it and (where applicable following such anonymisation) aggregating it with other data sources in connection with Aridhia's development of its products, strategies, or Service or any further purpose related to Aridhia's business, including for analytics, marketing, research, development, benchmarking purposes and additional Service. For the avoidance of doubt, following such anonymisation, the derivative data shall not be considered to be Personal Data for which Aridhia is the data processor on behalf of the Customer.
 - 3.8. Aridhia confirms that it has entered or (as the case may be) will enter into a written agreement incorporating terms which are substantially similar to those set out in this clause with any third-party processor which has access to Personal Data within Customer Data. As between the Customer and Aridhia, Aridhia shall remain fully liable for all acts or omissions of any such third-party processor appointed by it pursuant to this clause.
 - 3.9. Aridhia will have access to audit data collected through the platform and may make subsets of that data available to workspace administrators.
 - 3.10. Aridhia will have access to a real time feed of audit data which it may use for operational purposes and an archived, anonymised copy of historic audit data which it may use for the purpose of improving its Service.

4. THIRD PARTY SERVICE

The Customer acknowledges that the Service may enable or assist it to purchase products and services from, or use applications created by, third parties ("Third Party Service") and that it does so solely at its own risk. Aridhia makes no representation or commitment and shall have no liability or obligation whatsoever in relation to any such Third Party Service, or any transactions completed, or any contract entered into by the Customer in relation to any such Third Party Service.

5. ARIDHIA'S OBLIGATIONS

- 5.1. Aridhia undertakes that, under normal use and circumstances, the Service will be provided with reasonable skill and care and substantially in accordance with its obligations under the Agreement.
- 5.2. Clause 5.1 shall not apply to the extent of any non-conformance which is caused by use of the Service contrary to Aridhia's instructions, or modification or alteration of the Service by any party other than Aridhia or Aridhia's authorised contractors or agents. If the Service does not conform with clause 5.1, Aridhia will, at its expense, use commercially reasonable endeavours to correct any such non-conformance. Such correction constitutes the Customer's exclusive remedy for any breach of the undertaking set out in clause 5.1.
- 5.3. Notwithstanding the foregoing, Aridhia:
 - 5.3.1. does not warrant that the Customer's use of the Service will be uninterrupted or error-free or that the Service will meet the Customer's requirements; and
 - 5.3.2. 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 Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 5.4. Aridhia will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.
- 5.5. Save as provided above, and to the fullest extent permitted by law, all representations, warranties, licences, conditions or terms (whether express or implied, statutory or otherwise) as to the quality of the Service, its fitness for any purpose, or in any other respect, are excluded.

6. CUSTOMER OBLIGATIONS

The Customer shall:

- 6.1. provide Aridhia with:
 - 6.1.1. all necessary co-operation in relation to the Agreement; and
 - 6.1.2. all necessary access as may be required by Aridhia in order to provide the Service;
- 6.2. comply with all applicable laws and regulations with respect to its activities under the Agreement;
- 6.3. carry out all its other responsibilities set out in the Agreement in a timely and efficient manner;
- 6.4. obtain and maintain all necessary licences, consents, and permissions necessary for Aridhia, its contractors and agents to perform their obligations under the Agreement, including without limitation provision of the Service;
- 6.5. ensure that its network and systems comply with the relevant specifications provided by Aridhia from time to time; and
- 6.6. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Service, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to its network connections or telecommunications links or caused by the internet.

7. CHARGES AND PAYMENT

- 7.1. The Customer shall pay fees to Aridhia for use of the Service, as set out in the Agreement, in accordance with this clause 7.
- 7.2. Unless otherwise specified in the Agreement Aridhia shall charge the fees monthly in advance.
- 7.3. Prior to using the Service the Customer shall provide to Aridhia a valid purchase order and Aridhia shall invoice the Customer, as set out in the Agreement, or in accordance with clause 7.2, and it shall pay each invoice within 30 days of the date of such invoice.
- 7.4. If Aridhia does not receive payment within the period of 30 days specified in clause 7.3, without prejudice to any other rights and remedies of Aridhia:
 - 7.4.1. Aridhia shall be under no obligation to provide any or all of the Service while the invoice(s) concerned remain unpaid; and

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- 7.4.2 interest shall accrue on such due amounts at an annual rate equal to 6% over the then current base lending rate of HSBC Bank at the date the relevant invoice was issued, 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 the Agreement:
- 7.5.1 shall be payable in pounds sterling;
- 7.5.2 are non-refundable; and
- 7.5.3 are exclusive of value added tax, which shall be added to Aridhia's invoice(s) at the appropriate rate.
- 7.6 If the Customer believes any invoice to be incorrect, it must contact Aridhia in writing within 30 days of the invoice date to be eligible to receive an adjustment or credit.

8 PROPRIETARY RIGHTS

- 8.1 The Customer acknowledges and agrees that Aridhia and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyrights, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Service.
- 8.2 Aridhia confirms that it has all the rights in relation to the Service that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of the Agreement.
- 8.3 Aridhia acknowledges and agrees that it has no rights to the intellectual property inherent in the Customer's data and in the content of any reports produced by Aridhia as part of the Service.

9 LIMITATION OF LIABILITY

- 9.1 This clause 9 sets out the entire financial liability of Aridhia (which, for the purposes of this clause 9, includes any liability for the acts or omissions of Protected Parties) to the Customer:
- 9.1.1 arising under or in connection with the Agreement;
- 9.1.2 in respect of any use made by the Customer of the Service or any part of them; and
- 9.1.3 in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 9.2 Except as expressly and specifically provided in this Agreement:
- 9.2.1 the Customer assumes sole responsibility for results obtained from the Service by it, and for conclusions drawn from such use. Aridhia shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to Aridhia in connection with the Service, or any actions taken by Aridhia at the Customer's direction; and
- 9.2.2 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.
- 9.3 Nothing in this Agreement excludes the liability of Aridhia:
- 9.3.1 for death or personal injury caused by Aridhia's negligence; or
- 9.3.2 for fraud or fraudulent misrepresentation; or
- 9.3.3 to the extent that such liability cannot be limited or excluded by law.
- 9.4 Subject to clauses 9.2 and 9.3:
- 9.4.1 Aridhia 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, loss of anticipated savings, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement;
- 9.4.2 subject to clause 9.4.3, Aridhia's total aggregate liability in contract, 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 not exceed the total fees paid for the Service during the period of twelve months immediately preceding the date on which the claim arose; and

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- 9.4.3 the Customer acknowledges that provision of the Service relies on service provided by a third party. Notwithstanding clause 9.4.2, to the extent that any claim arises out of an act, error, omission or negligence by a third party service provider or a Protected Party, Aridhia's aggregate liability shall not exceed the total liability of the third party service provider or Protected Party to Aridhia in respect of such act, error, omission or negligence.
- 9.5 The Customer shall defend, indemnify and hold harmless Aridhia and the Protected Parties 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 its use of the Service, provided that:
- 9.5.1 it is given prompt notice of any such claim;
- 9.5.2 Aridhia co-operates reasonably with it in the defence and settlement of such claim, at the Customer's expense; and
- 9.5.3 it is given sole authority to defend or settle the claim.
- 9.6 Aridhia warrants that provision of the Service will not infringe any third party intellectual property rights. In the event of Aridhia receiving a court order, or Aridhia receiving independent legal advice, that provision of the Service is likely to infringe a third party's intellectual property rights, Aridhia may, subject to clause 9.7:
- 9.6.1 procure the right for the Customer to continue to use the Service; or
- 9.6.2 replace or modify the Service so that it becomes non-infringing; or
- 9.6.3 if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer and refund any fees paid by it in respect of any period following termination of the Agreement, without any additional liability or obligation to pay liquidated damages or other additional costs.
- 9.7 The foregoing clauses 9.6 and 9.4.2 state the Customer's exclusive rights and remedies, and Aridhia's and Protected Parties' entire obligations and liability, for infringement of any third party intellectual property right or right of confidentiality.

10 TEMPORARY SUSPENSION

Without prejudice to any other rights or remedies to which Aridhia may be entitled, if the Customer commits any breach of the Agreement described in clause 11.2, Aridhia shall be under no obligation to provide any or all of the Service until such breach or breaches are remedied.

11 TERM, TERMINATION, AND EFFECT OF TERMINATION

- 11.1 The Agreement shall, unless otherwise terminated as provided in this clause 11, commence on the Effective Date and continue for the period stated in the Agreement, or any other period as may be subsequently agreed by the parties in writing.
- 11.2 Without prejudice to any other rights or remedies to which the parties may be entitled Aridhia may terminate the Agreement immediately and without liability if:
- 11.2.1 the Customer commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fail to remedy that breach within 14 days of being notified in writing of the breach; or
- 11.2.2 an order is made or a resolution is passed to wind up the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order in relation to it; or
- 11.2.3 an order is made for the appointment of an administrator to manage the Customer's affairs, business and property, or documents are filed with a court of competent jurisdiction for the appointment of an administrator, or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986); or
- 11.2.4 a receiver is appointed over any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager over any of the Customer's assets, or if any other person takes possession of or sells any of the Customer's assets; or
- 11.2.5 the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way; or
- 11.2.6 the Customer ceases, or threatens to cease, to trade; or

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- 11.2.7 there is a Change of Control of the Customer; or
- 11.2.8 the Customer takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 11.2 On termination of the Agreement for any reason:
 - 11.3.1 the Customer shall have no further right to receive the Service;
 - 11.3.2 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;
 - 11.3.3 Aridhia may destroy or otherwise dispose of any Customer data in its possession unless Aridhia receives, no later than ten 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 its data. Aridhia shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination) have been paid. The Customer shall pay all reasonable expenses incurred by Aridhia in returning or disposing of its data;
 - 11.3.4 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced;
 - 11.3.5 Aridhia will continue to have access to an anonymised copy of historic audit data which it may use for the purpose of improving its Service.

12 MISCELLANEOUS

- 12.1 **Force Majeure.** Aridhia and the Protected Parties shall have no liability under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of Aridhia 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 Customer is notified of such an event and its expected duration.
- 12.2 **Waiver.** A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 12.3 **Severance.** If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 12.4 **Entire agreement.** The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to the Agreement or not) relating to the subject matter of the Agreement, other than as expressly set out in the Agreement.
- 12.5 **Assignment.** The Customer shall not, without the prior written consent of Aridhia, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement. Aridhia may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 12.6 **No partnership or agency.** Nothing in the 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).
- 12.7 **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be 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

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have been notified by that party for such purposes). A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in 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 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 (as shown by the timed printout obtained by the sender).

- 12.8 **Import and Export Compliance.** In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations. For clarity, the Customer is solely responsible for compliance related to the manner in which it chooses to use the Service (including the jurisdiction from which it uses the Service), including the transfer and processing of its data.
- 12.9 **Governing law and jurisdiction.** The Agreement is made under English law and the parties agree to the exclusive jurisdiction of the English courts to settle any dispute. Notwithstanding the previous sentence, Aridhia will be free to take action in the courts of any other country which has authority to settle any dispute or claim that arises out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

13 INTERPRETATION

- 13.1 The definitions and rules of interpretation in this clause apply.
- 13.1.1 **Agreement:** the foregoing agreement to which these terms apply;
- 13.1.2 **Business Day:** any day which is not a Saturday, Sunday or a bank or public holiday in the UK;
- 13.1.3 **Change of Control:** the direct or indirect acquisition of either the majority of the voting stock, or of all, or substantially all, of the assets, of a party by another entity in a single transaction or a series of transactions;
- 13.1.4 **Customer Data:** any data, information or material provided or submitted by the Customer, or its authorised users, using the Service or generated by the Service in the course of using the Service;
- 13.1.5 **Customer:** the other party to the Agreement;
- 13.1.6 **Data Protection Legislation:** the UK Data Protection Legislation, GDPR, and any other applicable legislation relating to personal data which apply to a party relating (including, without limitation, the privacy of electronic communications);
- 13.1.7 **Effective Date:** the date upon which Aridhia gives the Customer access to the Service;
- 13.1.8 **GDPR:** the EU General Data Protection Regulation 2016/679 (together with laws implementing or supplementing GDPR), in each case as amended or superseded from time to time;
- 13.1.9 **Personal Data:** as defined in the UK Data Protection Legislation;
- 13.1.10 **Privacy Policy:** Aridhia's privacy policy accessible from the Service as the same may be varied from time to time;
- 13.1.11 **Protected Parties:** Aridhia's employees, agents, licensors, contractors, and suppliers and their respective employees;
- 13.1.12 **Service:** as set out in the Agreement;
- 13.1.13 **UK Data Protection Legislation:** the Data Protection Act 2018, GDPR, and all other legislation relating to data protection to which Aridhia is subject.
- 13.2 Clause headings shall not affect the interpretation.
- 13.3 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.
- 13.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 13.5 Words in the singular shall include the plural and vice versa.
- 13.6 A reference to one gender shall include a reference to the other genders.
- 13.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 13.8 A reference to writing or written includes e-mail but not faxes.