

Terms and Conditions

1. TERMS AND CONDITIONS

- 1.1. These are the Terms and Conditions for Space Intelligence Ltd, a company incorporated in Scotland with registration number SC595836 and having its registered office at Regus Offices, 93 George Street, Edinburgh, Scotland, EH2 3ES (the "Supplier") in relation to its Services (as defined below).
- 1.2. These Terms and Conditions together with the Services Confirmation form the agreement between the Supplier and the Customer for the Services ("Agreement").

2. DEFINITIONS

- 2.1. The following definitions apply to these Terms and Conditions:

Affiliate: means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

Business Day: any day which is not a Saturday, Sunday or public holiday in the UK.

Confidential Information: has the meaning provided in clause 10.1.

Customer: the customer who subscribes for the Services as set out in the Services Confirmation, whether as a business or as an individual.

Documentation: the documents made available to the Customer by the Supplier (including by online means) which set out a description of the Services and the user instructions for the Services.

Effective Date: the date the Customer registers on the Platform.

Fees: the fees to be paid for the Services as stated in a Services Confirmation or as otherwise agreed between the parties from time to time.

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

Platform: means the Supplier's infrastructure and cloud computing platform which is used to provide the Services.

Results: the data realisation results generated through use of the Services.

Services: the nature mapping services to be provided by the Supplier to the Customer via the Platform under the Agreement as described in the Documentation.

Services Confirmation: the document (whether physical or electronic) agreed between the parties (including by online means) which sets out the details of the Customer, Services and Fees.

Software: the online software applications provided by the Supplier in relation to the Services via the Platform.

3. SERVICES

The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for brief maintenance windows where required to ensure the functionality or security of the Service, which will be arranged for low utilisation periods unless an emergency issue requires immediate action.

4. RESULTS

- 4.1. Results can be exported by the Customer in PDF, CSV or other format as provided by the Supplier. The Supplier is not responsible for backing up Results.
- 4.2. Both parties will comply with all applicable requirements of data protection legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under such legislation.

5. CUSTOMER OBLIGATIONS

- 5.1. The Customer shall provide the Supplier with all necessary co-operation in relation to the Agreement and

all necessary access to such information and equipment as may be required by the Supplier in order to provide the Services.

- 5.2. The Customer shall comply with all applicable laws and regulations with respect to its activities under the Agreement.
- 5.3. The Customer shall ensure that its network and systems comply with any relevant specifications provided by the Supplier from time to time and be solely responsible for procuring and maintaining its network and internet connections.
- 5.4. The Customer shall only use the Services and the Results for its own internal business purposes. The Customer shall not sell or seek to sell the Results or incorporate them in any product or service, or use them to create any product or service sold by the Customer or any third party.

6. SUPPLIER OBLIGATIONS

- 6.1. The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
- 6.2. Notwithstanding the terms of clause 6.1, the Supplier:
 - 6.2.1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
 - 6.2.2. 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 Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 6.3. This Agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.
- 6.4. The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

7. RIGHTS IN THE SERVICES

- 7.1. All intellectual property rights in the Services and Documentation are owned by or validly licensed to the Supplier. The Services and Documentation are proprietary to the Supplier (or the appropriate third-party rights owner) and the Customer acquire no rights in or to the Services and Documentation other than those expressly granted by the Agreement.
- 7.2. Software and Documentation provided in relation to the Services are provided solely in relation to the Customer's use of the Services in accordance with the Agreement and are not provided, or to be used, for any other purpose.
- 7.3. All intellectual property rights in the Results and their method of creation remain owned by the Supplier. The Customer's right to use the Results is as stated in clause 5.4
- 7.4. The Customer warrants and represents that it will not attempt to reverse compile, disassemble or reverse engineer all or any part of the Software.

8. PAYMENT

- 8.1. The Customer shall pay the Fees to the Supplier for the Services in accordance with this clause 8 and the Services Confirmation. Where payment is not made in Sterling, the Supplier shall be entitled to recover the Sterling currency exchange costs from the Customer.
 - 8.2. If the Supplier has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of the Supplier:
 - 8.2.1. the Supplier may, without liability to the Customer disable the Customer's passwords, accounts and access (where applicable) to all or part of the Services and the Supplier shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 8.2.2. interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of the Bank of England at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.
 - 8.3. All amounts and fees stated or referred to in the Agreement shall be payable in the currency set out in the Services Confirmation, are non-cancellable and non-refundable, and are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
 - 8.4. The Supplier shall be entitled to increase its Fees on giving at least 30 days notice to the Customer subject to any increase being no higher than the RPI applying at that time and there being no more than one price increase in any 12 month period.
- 9. CONFIDENTIALITY**
- 9.1. Both during and for two years after the termination of the Agreement, each party ("**Receiving Party**") shall keep in strict confidence any information that is proprietary or confidential and is either clearly labelled as such or which ought reasonably to be treated as confidential, ("**Confidential Information**") which is disclosed to the Receiving Party by the other party ("**Disclosing Party**").
 - 9.2. The Receiving Party shall restrict disclosure of such Confidential Information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause "Confidentiality" shall survive termination of the Agreement.
 - 9.3. This clause 9 shall not apply to the disclosure of Confidential Information which:
 - 9.3.1. is now in, or hereafter comes into, the public domain otherwise than as a result of a breach of this clause 9;
 - 9.3.2. was obtained or acquired in circumstances under which the Receiving Party was not bound by any form of confidentiality obligation; and
 - 9.3.3. is required by law or regulation to be disclosed to any person who is authorised by law or regulation to receive the same (after consultation, if practicable, with the Disclosing Party to limit disclosure to such authorised person to the extent necessary).
 - 9.4. Notwithstanding the terms of clause 9.1 and 9.2 above, the Supplier shall be entitled to reference the Customer as being a customer of the Supplier in relation to its marketing activities.

10. INDEMNITY

- 10.1. Subject to clause 11, the Supplier shall defend the Customer, and if applicable, its officers, directors and employees against any claim that the Services or Documentation 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:
 - 10.1.1. the Supplier is given prompt notice of any such claim;
 - 10.1.2. the Customer provides reasonable co-operation to the Supplier in the defence and settlement of such claim, at the Supplier's expense; and
 - 10.1.3. the Supplier is given sole authority to defend or settle the claim.
 - 10.2. In the defence or settlement of any claim, the Supplier may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate the Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional reasonable costs to the Customer.
 - 10.3. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 - 10.3.1. a modification of the Services or Documentation by anyone other than the Supplier; or
 - 10.3.2. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 - 10.3.3. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
 - 10.4. The foregoing and clause 11.4 state the Customer's sole and exclusive rights and remedies, and the Supplier's entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.
- 11. LIMITATION OF LIABILITY**
- 11.1. This clause 11 sets out the entire financial liability of the Supplier to the Customer in respect of:
 - 11.1.1. any breach of the Agreement however arising;
 - 11.1.2. any use made by the Customer of the Services; and
 - 11.1.3. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
 - 11.2. Except as expressly and specifically provided in the Agreement:
 - 11.2.1. the Customer assumes sole responsibility for its use of the Services and acknowledges that use of the Services does not guarantee the Customer any improvement in its business efficiencies;
 - 11.2.2. the Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services or any actions taken by the Supplier at the Customer's direction;
 - 11.2.3. 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 the Agreement; and
- 11.2.4. the Services and Documentation are provided to the Customer on an "as is" basis.
- 11.3. Nothing in these Terms and Conditions seeks to exclude the Supplier's liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation. The Supplier excludes all other liability to the extent permitted at law.
- 11.4. Subject to clause 11.3, in no event shall the Supplier be liable for any loss of business, loss of profit, loss or corruption of data or for any indirect or consequential loss and the Supplier's total aggregate liability arising under the Agreement or otherwise relating to the Services (other than any loss directly caused by the Supplier's breach of clause 5) shall be limited to the total Fees paid during any 12 month period.
- 11.5. The parties acknowledge and agree that any dates quoted for delivery of the Services are approximate only, and that the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Services that is caused by an event, circumstance or cause outside the control of the Supplier or the Customer's failure to provide the Supplier with adequate delivery instructions.
- 11.6. The Customer shall have adequate insurance in place in relation to its potential liabilities in relation to the Agreement and shall promptly provide evidence of such when requested to do so by the Supplier.

12. TERM AND TERMINATION

- 12.1. The Agreement shall, unless otherwise terminated under this Clause 12, commence on the Effective Date and continue for the period stated in the Services Confirmation ("Initial Period") and then automatically renew for successive periods of the same length as the Initial Period (each a "Renewal Period"), until either party notifies the other in writing at least 3 months before the end of the Initial Period or Renewal Period as applicable, in which case the Agreement shall terminate upon the expiry of such notice.
- 12.2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the other if:
- 12.2.1. the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach; or
- 12.2.2. the other party is insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- 12.2.3. the other party ceases, or threatens to cease, to trade.
- 12.3. On termination of the Agreement for any reason:
- 12.3.1. all rights to use the Services granted under the Agreement shall immediately terminate;
- 12.3.2. 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 party;
- 12.3.3. 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; and
- 12.3.4. the Customer shall have 30 days from termination to retrieve Results from the Platform, after which time it shall be deleted by the Supplier.

13. DISPUTE RESOLUTION

- 13.1. In the event the parties are unable to resolve a dispute between them arising out of or relating to the Agreement, and except for claims for injunction or other similar relief, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by the Centre for Effective Dispute Resolution and the mediation will take place at such location agreed by the parties (or by the mediator in the event parties cannot agree). The mediation agreement referred to in the Model Mediation Procedure shall be governed by the laws of England and Wales.
- 13.2. If the dispute is not settled by mediation within 10 days of commencement of the mediation or within such further period as the parties may agree in writing, the parties shall be free to seek to resolve the dispute by such other means subject always to clause 15.

14. GENERAL

- 14.1. The Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns).
- 14.2. If the Supplier chooses to waive any particular right it has under the Agreement on any particular occasion, this does not prevent it from exercising that right on another occasion.
- 14.3. If any part of the Agreement is held by a court of law (or similar forum) to be invalid or unenforceable, this shall not affect the validity or enforceability of the rest of the Agreement.
- 14.4. The Supplier shall have no liability to the Customer 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.
- 14.5. The Customer is not entitled to transfer or assign its rights and obligations under the Agreement to anyone else without the Supplier's prior written permission. The Supplier may transfer its rights and obligations under the Agreement to an Affiliate by giving written notice of such transfer to the Customer.
- 14.6. Nothing in the Agreement is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 14.7. All notices required or permitted under the Agreement will be in writing and given by email to the addresses set out in the Service Confirmation or such other email address as parties may intimate from time to time. Any such notice shall be deemed to have been duly received when confirmation of completion of its transmission has been recorded by the sender's email system.
- 14.8. This Agreement constitutes the complete and exclusive understanding and agreement between Customer and the Supplier regarding its subject matter and supersedes all prior or other agreements or understandings, written or oral, relating to its subject matter (including any proposal the Supplier may have issued to the Customer). Each party acknowledges that, in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a

party to the Agreement or not) other than as expressly set out in the Agreement.

15. LAW AND JURISDICTION

This Agreement shall be governed by English law. If either party requires to raise court proceedings in relation to any such dispute then the courts of England and Wales shall have exclusive jurisdiction under the Agreement in relation to those proceedings.