



TerraQuest
DATA SOLUTIONS

TERRAQUEST SOLUTIONS LTD

(t/a TerraQuest)

and

[.....]

CONTRACT FOR THE SUPPLY

OF

LAND REFERENCING SERVICES

This Contract includes:

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Part A: Order Form

Customers must use this template order form as the basis for the contract.

Contract reference	[.....]
Contract title	[.....]
Contract description	[.....]
Start date	[.....]
Expiry date	[.....]
Contract value	[.....]
Charging method	[.....]
Purchase order number	[.....]



The Order Form cannot be used to alter existing terms and conditions as per Part B or add any extra terms that materially change the Deliverables offered by TerraQuest.

Customer	[.....,,,,,]
Company	TerraQuest Floor 7 & 8, Quayside Tower 252-260 Broad Street Birmingham B1 2HF Company number: 04653583
Together the 'Parties'	

Principal contact details

For the Customer:

Name: [insert contact name]

Email: [insert e mail address]

Phone: [insert contact number]

For the Company :

Name: Geoff Evans

Email: Geoff.evans@terraquest.co.uk

Phone: 0121 234 1300

Contract term

Commencement date	
Term	
Ending (termination)	<p>Without affecting any other right or remedy available to it, The Company may terminate the Contract as per clauses 13.1 and 13.3 in Part B.</p> <p>Without affecting any other right or remedy available to it either party may terminate the contract by giving written notice to the other party as per clause 13.2 in Part B.</p>
Extension period	<p>This Contract can be extended by the Customer, by giving the Company notice as per clause 8 in Part B.</p>

Customer contractual details

This Order is for the Services outlined below.

Services	<p>The Services to be provided as set out in the Proposal, including [.....]</p> <p style="text-align: center;">○</p>
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Contract charges and payment

The Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

Payment method	The payment method for this Contract is BACS
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Payment profile	The payment profile for this Contract is monthly in arrears.
Invoice details	The Company will issue electronic invoices monthly in arrears. The Customer will pay the supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	[.....]
Invoice information required	[.....]
Invoice frequency	[.....]
Contract value	[.....]
Contract charges	[.....]

Additional Customer terms

Customer obligations	As per Part B clause 5
Performance of the Service and Deliverables	As per Part B clause 4
Personal Data and Data Subjects	As per Part B Schedule 1

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Customer agrees to enter into a Contract with the Company .
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Contract terms and conditions as per Part B and by signing below agree to be bound by this Contract.



1.3 This Contract will be formed when the Company acknowledges receipt of the signed copy of the Order Form from the Customer.

2. Background to the contract

2.1 The Order constitutes an offer by the Customer to purchase Services in accordance with the terms and conditions as set out within Part B.

Signed	Company	Customer
Name		
Title		
Signature		
Date		



Schedule 1: Services

[.....
.....
.....]



TerraQuest
DATA SOLUTIONS

Schedule 2: Contract charges

[.....
.....
.....
.....]

**PART B : TERMS AND CONDITIONS FOR THE SUPPLY OF
TERRAQUEST'S LAND REFERENCING SERVICES**

**THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF
CLAUSE 12 (LIMITATION OF LIABILITY).**

1. INTERPRETATION

The following definitions and rules of interpretation apply in these Conditions.

1.1. Definitions:

"Applicable Law"	the laws of England and Wales, together with any other mandatory laws, regulations, regulatory policies, guidelines or industry codes which apply to the performance of each party's obligations under the Contract.
"Authorised Users"	those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Subscription Services, as further described in clause 4.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Change"	an amendment to: <ul style="list-style-type: none"> (a) the scope, nature, volume or execution of the Subscription Services under these Conditions; or (b) any other term or schedule of these Conditions.
"Change Control Note"	the written record of any Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.
"Change Control Procedure"	the procedure for agreeing a Change, as set out in clause 7.

“Charges”	the charges payable by the Customer for the supply of the Services as set out in the Proposal.
“Commencement Date”	has the meaning given in clause 2.2.
“Conditions”	these terms and conditions as amended from time to time in accordance with clause 15.7.
“Confidential Information”	information of commercial value, in whatever form or medium, disclosed by a party to the other party, including commercial or technical know-how, technology, information pertaining to business operations and strategies, information pertaining to clients, pricing and marketing information relating to the business of either party, information which is marked as confidential, or information which ought reasonably to be considered confidential in light of the nature of the information and/or circumstances of its disclosure.
“Contract”	the contract between TerraQuest and the Customer for the supply of Services in accordance with these Conditions.
“Control”	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
“Customer”	the person or firm who purchases Services from TerraQuest.
“Customer Data”	the data inputted into the information fields of the Subscription Software by TerraQuest on the Customer’s behalf.
“Customer Default”	has the meaning set out in clause 5.2.
“Data Protection Law”	has the meaning set out in Schedule 1.
“Data Source”	a Third Party Supplier of data, which forms part of the TerraQuest Data.
“Deliverables”	the deliverables set out in the Proposal produced by TerraQuest for the Customer.
“Documentation”	the user instruction manuals, technical literature and all other related materials in human-readable or machine-readable forms supplied by TerraQuest or made available by TerraQuest to the Customer via the Land and Property Portal.
“Intellectual Property Rights”	patents, utility models, rights to inventions, copyright and neighbouring and related rights,

	<p>moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p>
“Land and Property Portal”	<p>the web portal through which the Authorised Users can access the Subscription Software.</p>
“Order”	<p>the Customer's written acceptance of TerraQuest's Proposal.</p>
“Order Acceptance”	<p>acceptance by TerraQuest of an Order, which shall consist of a communication from TerraQuest to the Customer expressly accepting the Order.</p>
“Proposal”	<p>the description of the Services provided in writing by TerraQuest to the Customer.</p>
“Services”	<p>the services as set out in the Proposal and includes the Support Services and Subscription Services.</p>
“Sourcing Issue”	<p>an inability on the part of TerraQuest to source particular materials or resources (including TerraQuest personnel and Data Sources) on terms similar or identical to those available at the Commencement Date (including due to exchange rate fluctuations, increases in taxes or duties) or a change in Applicable Law.</p>
“Subscription Services”	<p>the making available by TerraQuest to Customer of access to the Subscription Software via the Land and Property Portal.</p>
“Subscription Service Charges”	<p>the charges set out or referred to in the Proposal for the provision of the Subscription Services.</p>
“Subscription Software”	<p>the interface accessible via www.landreferencingportal.co.uk or any other</p>

	address as notified to the Customer from time to time.
“Support Services”	the support services as set out in the support policy available here https://www.terraquest.co.uk/SupportServicePolicy .
“The Company”	TerraQuest Solutions Limited registered in England and Wales with company number 04653583.
“TerraQuest Data”	any data provided by TerraQuest and made available to the Customer via the Subscription Services.
“TerraQuest Materials”	has the meaning set out in clause 5.1.6.
“Third Party Suppliers”	any third party supplier used by TerraQuest in the provision of the Services including, but not limited to: Microsoft (Bing Maps), Her Majesty’s Land Registry, Ordnance Survey, Natural England, Environment Agency, Experian, 192, Companies House and Royal Mail.
User Subscriptions	the user subscriptions purchased by the Customer pursuant to these Conditions which entitle Authorised Users to access and use the Subscription Services in accordance with these Conditions.
“Variation Rates”	the rates chargeable by TerraQuest in respect of a Change, as further detailed in the Proposal.
“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. Interpretation:

1.2.1. A reference to legislation or a legislative provision:



- 1.2.1.1. is a reference to it as amended, extended or re-enacted from time to time; and
- 1.2.1.2. shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.2.2. Any words following the terms **including, include, in particular, for example** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.3. A reference to **writing** or **written** includes fax and email.

2. BASIS OF CONTRACT

- 2.1. The Order constitutes an offer by the Customer to purchase Services in accordance with these Conditions.
- 2.2. The Order shall only be deemed to be accepted when TerraQuest issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**").
- 2.3. Any samples, drawings, descriptive matter or advertising issued by TerraQuest, and any descriptions or illustrations contained in TerraQuest's catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.
- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5. Any Proposal given by TerraQuest shall not constitute an offer, and is only valid for a period of 3 months from its date of issue.

3. SUPPLY OF SERVICES

- 3.1. TerraQuest shall supply the Services to the Customer in accordance with the Proposal in all material respects.

- 3.2. TerraQuest shall use reasonable endeavours to meet any performance dates specified in the Proposal, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.
- 3.3. TerraQuest reserves the right to amend the Proposal and any Services contained therein if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and TerraQuest shall notify the Customer in any such event.
- 3.4. TerraQuest warrants to the Customer that the Services will be provided using reasonable care and skill.
- 3.5. TerraQuest will comply with all reasonable instructions issued by the Customer in relation to the Services and will keep the Customer properly informed on the progress and performance of the Services.

4. **SUBSCRIPTION SERVICES**

- 4.1. With respect to the Subscription Services, the terms of this clause apply.
- 4.2. Subscription Software:
 - 4.2.1. "Use" of the Subscription Software means accessing the same from a remote location via the Land and Property Portal, solely in accordance with the Documentation.
 - 4.2.2. The Customer acknowledges that backup copies of the Subscription Software are not required, as no local installation of the same will occur.
- 4.3. The Customer's access to the Land and Property Portal shall be limited to the Authorised Users.
- 4.4. Subject to the Customer purchasing the Subscription Services in accordance with these Conditions, the restrictions set out in this clause 4 and the other terms in these Conditions, TerraQuest hereby grants to the Customer a non-exclusive, non-transferable, revocable right without the right to grant sublicences, to permit the Authorised Users to Use the Subscription Services.
- 4.5. In relation to the Authorised Users, the Customer undertakes that:
 - 4.5.1. the maximum number of Authorised Users that it authorises to access and Use the Subscription Services shall not exceed the number of User Subscriptions it has purchased from time to time;

- 4.5.2. 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 Subscription Services;
 - 4.5.3. each Authorised User shall keep a secure password for their use of the Subscription Services, that such password is changed no less frequently than monthly and that each Authorised User shall keep their password confidential;
 - 4.5.4. it shall maintain a written, up to date list of current Authorised Users and provide such list to TerraQuest within 5 Business Days of TerraQuest's written request at any time or times;
 - 4.5.5. it shall permit TerraQuest or TerraQuest's designated auditor to audit the Subscription Services in order to establish the name and password of each Authorised User and the Customer's data processing facilities to audit compliance with these Conditions. Each such audit may be conducted no more than once per quarter, at TerraQuest'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;
 - 4.5.6. if any of the audits referred to in clause 4.5.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to TerraQuest's other rights, the Customer shall promptly disable such passwords and TerraQuest shall not issue any new passwords to any such individual; and
 - 4.5.7. if any of the audits referred to in clause 4.5.5 reveal that the Customer has underpaid Charges to TerraQuest, then without prejudice to TerraQuest's other rights, the Customer shall pay to TerraQuest an amount equal to such underpayment as calculated in accordance with the prices set out in the Proposal within 10 Business Days of the date of the relevant audit.
- 4.6. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Subscription Services that:

- 4.6.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 4.6.2. facilitates illegal activity;
 - 4.6.3. depicts sexually explicit images;
 - 4.6.4. promotes unlawful violence;
 - 4.6.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 4.6.6. is otherwise illegal or causes damage or injury to any person or property; and
 - 4.6.7. TerraQuest 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.
- 4.7. The Customer shall not:
- 4.7.1. except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - 4.7.1.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Subscription Software and/or Documentation (as applicable) in any form or media or by any means; or
 - 4.7.1.2. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Subscription Software; or
 - 4.7.2. access all or any part of the Subscription Services in order to build a product or service which competes with the Subscription Services; or
 - 4.7.3. use the Subscription Services to provide services to third parties; or
 - 4.7.4. subject to clause 15.4.2, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Subscription Services available to any third party except the Authorised Users, or

- 4.7.5. attempt to obtain, or assist third parties in obtaining, access to the Subscription Services, other than as provided under this clause 4; or
- 4.7.6. introduce or permit the introduction of, any Virus into TerraQuest's network and information systems.
- 4.8. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Subscription Services and, in the event of any such unauthorised access or use, promptly notify TerraQuest.
- 4.9. The rights provided under this clause 4 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.
- 4.10. The Subscription Services shall be managed by TerraQuest. If the Customer wishes to upload any data to the Land and Property Portal, it must send such information to TerraQuest, who in turn shall upload it to the Land and Property Portal.
- 4.11. TerraQuest shall use reasonable endeavours to make the Subscription Services available 24 hours a day, seven days a week.
- 4.12. TerraQuest does not warrant that:
 - 4.12.1. the Customer's use of the Subscription Services will be uninterrupted or error-free; or
 - 4.12.2. the Customer's access to the Customer Data will be uninterrupted or error-free.
- 4.13. TerraQuest reserves the right to modify the Subscription Services in any manner which: (i) is necessary to comply with any Applicable Law or safety requirement; (ii) results from a Sourcing Issue; (iii) does not materially affect the nature or quality of the same; or (iv) pursuant to an update as mandated by one of TerraQuest's Data Sources, and TerraQuest shall notify the Customer in any such event.
- 4.14. TerraQuest will, as part of the Services provide the Customer with the Support Services.
- 4.15. It is the Customer's responsibility to ensure Customer Data is appropriately backed-up.

5. CUSTOMER'S OBLIGATIONS

- 5.1. The Customer shall:

- 5.1.1. ensure that the terms of the Order and any information it provides in the Proposal are complete and accurate;
- 5.1.2. co-operate with TerraQuest in all matters relating to the Services;
- 5.1.3. provide TerraQuest, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by TerraQuest;
- 5.1.4. provide TerraQuest with such information and materials as TerraQuest may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 5.1.5. obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 5.1.6. keep all materials, equipment, documents and other property of TerraQuest ("**TerraQuest Materials**") at the Customer's premises in safe custody at its own risk, maintain TerraQuest Materials in good condition until returned to TerraQuest, and not dispose of or use TerraQuest Materials other than in accordance with TerraQuest's written instructions or authorisation;
- 5.1.7. comply with any other obligations which are apparent or would be ordinarily expected to be complied with by the Customer in the ordinary course of receipt of similar services;
- 5.1.8. respond promptly to any request for a decision, guidance, information or instruction which TerraQuest may submit in relation to a Contract from time to time;
- 5.1.9. not do or permit anything to be done that will or may damage the business, reputation, image and/or goodwill of TerraQuest; and
- 5.1.10. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Land and Property Portal.

5.2. If TerraQuest's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**"):

5.2.1. without limiting or affecting any other right or remedy available to it, TerraQuest shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays TerraQuest's performance of any of its obligations;

5.2.2. TerraQuest shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from TerraQuest's failure or delay to perform any of its obligations as set out in this clause 5.2; and

5.2.3. the Customer shall reimburse TerraQuest on written demand for any costs or losses sustained or incurred by TerraQuest arising directly or indirectly from the Customer Default.

6. **CHARGES AND PAYMENT**

6.1. The Charges for the Services shall be as set out in the Proposal.

6.2. TerraQuest shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom TerraQuest engages in connection with the Services including (but not limited to) travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by TerraQuest for the performance of the Services, and for the cost of any materials.

6.3. TerraQuest reserves the right to increase the Charges and the Variation Rates on an annual basis and each increase shall have effect from 1 January each year.

6.4. Any increase to the Charges or Variation Rates in accordance with clause 6.3 shall not take effect until the first anniversary of the Commencement Date. After the first anniversary of the Commencement Date, any increase in the Charges and Variation Rates will be in accordance with clause 6.3.

6.5. The Customer shall be given 30 days' notice of any increase to the Charges or the Variation Rates.

- 6.6. TerraQuest shall invoice the Customer monthly in arrears.
- 6.7. The Customer shall pay each invoice submitted by TerraQuest:
- 6.7.1. within 30 days of the date of the invoice; and
- 6.7.2. in full and in cleared funds to a bank account nominated in writing by TerraQuest, and
- time for payment shall be of the essence of the Contract.
- 6.8. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by TerraQuest to the Customer, the Customer shall, on receipt of a valid VAT invoice from TerraQuest, pay to TerraQuest such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- 6.9. If the Customer fails to make a payment due to TerraQuest under the Contract by the due date, then, without limiting TerraQuest's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 6.9 will accrue each day at 5% a year above the Bank of England's base rate from time to time, but at 5% a year for any period when that base rate is below 0%.
- 6.10. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. ADDITIONAL USER SUBSCRIPTIONS

- 7.1. Subject to clause 7.2 and clause 7.3, the Customer may purchase additional User Subscriptions in excess of the number set out in the Proposal and TerraQuest shall grant access to the Subscription Services to such additional Authorised Users in accordance with the provisions of these Conditions.
- 7.2. If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify TerraQuest in writing. TerraQuest shall evaluate such request for additional User Subscriptions and respond to the Customer with approval or rejection of the request (such approval not to be unreasonably withheld). Where TerraQuest

approves the request, TerraQuest shall activate the additional User Subscriptions within 5 Business Days of its approval of the Customer's request.

- 7.3. If TerraQuest approves the Customer's request to purchase additional User Subscriptions, the Customer shall, within 30 days of the date of TerraQuest's invoice, pay to TerraQuest the relevant fees for such additional User Subscriptions as set out in the Proposal (as updated by TerraQuest from time to time in accordance with clause 6.3) and, if such additional User Subscriptions are purchased by the Customer part way through a contract year, such fees shall be pro-rated from the date of activation by TerraQuest for the remainder of the contract year.

8. PROPOSAL VARIATION

- 8.1. Either party may submit a written request for Change to the other party in accordance with this clause 8, but no Change will come into effect until a Change Control Note has been signed by the authorised representatives of both parties.
- 8.2. If the Customer requests a Change:
- 8.2.1. the Customer will submit a written request to TerraQuest containing as much information as is necessary to enable TerraQuest to prepare a Change Control Note; and
 - 8.2.2. within 10 Business Days of receipt of a request, TerraQuest will, unless otherwise agreed in writing by the parties, send to the Customer a Change Control Note.
- 8.3. If TerraQuest requests a Change, it will send to the Customer a Change Control Note.
- 8.4. A Change Control Note must contain sufficient information to enable the Customer to assess the Change, including as a minimum:
- 8.4.1. the title of the Change;
 - 8.4.2. the originator of the Change and date of request;
 - 8.4.3. description of the Change;
 - 8.4.4. details of the effect of the proposed Change on:
 - 8.4.4.1. the Services;
 - 8.4.4.2. the Charges;



- 8.4.4.3. any systems or operations of the Customer which communicate with, or are otherwise affected by, the Services; and
- 8.4.4.4. any other term of this Agreement;
- 8.4.5. the date of expiry of validity of the Change Control Note; and
- 8.4.6. provision for signature by the Customer and TerraQuest.
- 8.5. If, following the Customer's receipt of a Change Control Note pursuant to clause 8.2 or clause 8.3:
 - 8.5.1. the parties agree the terms of the relevant Change Control Note, they will sign it and that Change Control Note will amend this Agreement;
 - 8.5.2. either party does not agree to any term of the Change Control Note, then the other party may refer the disagreement to be dealt with in accordance with the Dispute Resolution Procedure.
- 8.6. Each party will bear its own costs in relation to compliance with the Change Control Procedure.
- 8.7. Any Change to this Agreement will be charged at the Variation Rates (as updated by TerraQuest from time to time in accordance with clause 6.3).

9. **INTELLECTUAL PROPERTY RIGHTS**

- 9.1. TerraQuest warrants that it has, and will continue to have, all necessary rights in and to any and all Intellectual Property Rights that it purports to grant to the Customer pursuant to these Conditions. The Customer warrants to TerraQuest that TerraQuest's possession and use in accordance with this agreement of any materials (including third-party materials supplied by the Customer to TerraQuest) shall not cause TerraQuest to infringe the rights, including any Intellectual Property Rights, of any third party.
- 9.2. The Customer acknowledges and agrees that TerraQuest and/or its licensors own all Intellectual Property Rights in the Subscription Software.
- 9.3. Except as expressly stated herein, these Conditions do not grant the Customer any Intellectual Property Rights or any other rights or licences to, in or in respect of the Services, Subscription Software or any data provided by a Data Source.

- 9.4. TerraQuest acknowledges and agrees that the Customer and/or its licensors own all Intellectual Property Rights in the Customer Data. Except as expressly stated herein or as is necessary to perform TerraQuest's obligations under a Contract, these Conditions do not grant TerraQuest any Intellectual Property Rights or any other rights or licences to or in respect of any Customer Data.
- 9.5. Nothing in these Conditions shall be construed so as to prevent TerraQuest from using in the furtherance of its own business general know-how or expertise gained in its performance of a Contract, provided that any such use does not constitute or result in a disclosure of any Confidential Information in breach of clause 15.5 or infringement of any Intellectual Property Rights.
- 9.6. The Customer shall not sub-license, assign or otherwise transfer the rights granted in clause 9.5.
- 9.7. The Customer grants TerraQuest a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to TerraQuest for the term of the Contract for the purpose of providing the Services to the Customer.

10. **DATA PROTECTION**

The parties shall comply with their data protection obligations as set out in Schedule 1.

11. **INSURANCE**

TerraQuest shall use reasonable endeavours to maintain professional indemnity insurance for so long as may be necessary to cover its obligations and liabilities in connection with this agreement and for so long as such insurance is available in the market on reasonable terms provided that it is with a limit of not less than two million pounds (£2,000,000) for each and every claim with reputable insurers lawfully carrying on insurance business in the UK and shall provide a broker's certificate to evidence that TerraQuest's insurances are in force.

12. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

- 12.1. All representations or warranties (whether written or oral, express or implied by statute, common law or otherwise) apart from those expressly set out in these Conditions are hereby excluded. In particular, but without prejudice to the generality of the foregoing, TerraQuest makes no representation or gives any warranty (whether express or implied, statutory and/or otherwise), and will have no liability, regarding the fitness of the Services or the accuracy of any Data Source for any purpose, whether or not such purpose is disclosed to TerraQuest.
- 12.2. References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 12.3. Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 12.4. Nothing in this clause 12 shall limit the Customer's payment obligations under the Contract.
- 12.5. Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 12.5.1. death or personal injury caused by negligence;
 - 12.5.2. fraud or fraudulent misrepresentation; and
 - 12.5.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 12.6. Subject to clause 12.3 (No limitation in respect of deliberate default), and clause 12.5 (Liabilities which cannot legally be limited), TerraQuest's total liability to the Customer for all loss or damage shall not exceed the Charges.
- 12.7. Subject clause 12.3 (No limitation in respect of deliberate default), clause 12.4 (No limitation of customer's payment obligations) and clause 12.5 (Liabilities which cannot legally be limited), this clause 12.7 sets out the types of loss that are wholly excluded:
- 12.7.1. loss of profits.
 - 12.7.2. loss of sales or business.
 - 12.7.3. loss of agreements or contracts.
 - 12.7.4. loss of anticipated savings.

- 12.7.5. loss of use or corruption of software, data or information.
- 12.7.6. loss of or damage to goodwill; and
- 12.7.7. indirect or consequential loss.
- 12.8. TerraQuest has given commitments as to compliance of the Services with relevant Proposals in clause 3. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 12.9. Unless the Customer notifies TerraQuest that it intends to make a claim in respect of an event within the notice period, TerraQuest shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of the event having occurred and shall expire 6 months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 12.10. This clause 12 shall survive termination of the Contract.

13. **TERMINATION**

- 13.1. Without affecting any other right or remedy available to it, TerraQuest may terminate the Contract by giving the Customer 90 days' written notice.
- 13.2. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 13.2.1. the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 28 days of that party being notified in writing to do so;
 - 13.2.2. 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;

- 13.2.3. 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
- 13.2.4. the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 13.3. Without affecting any other right or remedy available to it, TerraQuest may terminate the Contract with immediate effect by giving written notice to the Customer if:
 - 13.3.1. the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - 13.3.2. there is a change of control of the Customer.
- 13.4. Without affecting any other right or remedy available to it, TerraQuest may suspend the supply of Services under the Contract or any other contract between the Customer and TerraQuest if:
 - 13.4.1. the Customer fails to pay any amount due under the Contract on the due date for payment;
 - 13.4.2. the Customer becomes subject to any of the events listed in clause 13.2.3 or clause 13.2.4, or TerraQuest reasonably believes that the Customer is about to become subject to any of them; and
 - 13.4.3. TerraQuest reasonably believes that the Customer is about to become subject to any of the events listed in clause 13.2.2.

14. CONSEQUENCES OF TERMINATION

- 14.1. On termination or expiry of the Contract:
 - 14.1.1. the Customer shall immediately pay to TerraQuest all of TerraQuest's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, TerraQuest shall submit an invoice, which shall be payable by the Customer immediately on receipt;
 - 14.1.2. the Customer shall return all of TerraQuest's Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then TerraQuest may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be

solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 14.2. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. GENERAL

- 15.1. **Compliance.** In performing their respective obligations under the Contract, each party shall comply with all applicable laws, statutes, regulations and codes from time to time in force.
- 15.2. **Conflicts of interest.** TerraQuest shall notify the Customer immediately if it becomes aware of any conflict of interest which may prevent it from working for the Customer.
- 15.3. **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.
- 15.4. **Assignment and other dealings.**
- 15.4.1. TerraQuest may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 15.4.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of TerraQuest.
- 15.5. **Confidentiality.**
- 15.5.1. Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any Confidential Information concerning the

business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.5.2.

15.5.2. Each party may disclose the other party's Confidential Information:

15.5.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 15.5; and

15.5.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.5.3. Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

15.5.4. The provisions of this clause shall not apply to any Confidential Information that:

15.5.4.1. 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);

15.5.4.2. was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;

15.5.4.3. 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;

15.5.4.4. the parties agree in writing is not confidential or may be disclosed; or

15.5.4.5. is developed by or for the receiving party independently of the information disclosed by the disclosing party.

15.6. **Entire agreement.**

- 15.6.1. The Contract 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.
- 15.6.2. Each party acknowledges that in entering into the Contract 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 the Contract. The Customer agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 15.7. **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 15.8. **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 15.9. **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Contract deleted under this clause 15.9 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 15.10. **Notices.**
- 15.10.1. Any notice given to a party under or in connection with the Contract shall be in writing and shall be 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 sent by

fax to its main fax number or sent by email to the address specified in the Proposal.

15.10.2. Any notice shall be deemed to have been received:

15.10.2.1. if delivered by hand, at the time the notice is left at the proper address;

15.10.2.2. 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

15.10.2.3. 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 15.10.2.3, 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.

15.10.3. This clause 15.10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

15.11. **Third party rights.**

15.11.1. Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

15.12. **Governing law.** The Contract, 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.

15.13. **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 the Contract or its subject matter or formation.



SCHEDULE 1

Data protection

1. Introduction

- 1.1. The parties acknowledge that TerraQuest may, depending on the circumstances, act as either a controller or a processor. Paragraph 3 of this Schedule sets out the obligations of the parties where both parties act as independent controllers. Paragraph 4 of this Schedule sets out the obligations of the parties where TerraQuest processes personal data on behalf of the Customer.
- 1.2. Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 1 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

2. Interpretation

Agreed Purpose: has the meaning set out under paragraph 1.3 in Appendix 1.

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

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications);

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

Permitted Recipients: the parties to the Contract, the employees of each party, any third parties engaged to perform obligations in connection with the Contract.

Shared Personal Data: the personal data as set out in Appendix 1.

Part A

3. DATA SHARING

- 3.1 **Shared Personal Data.** This paragraph sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to

in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purpose.

3.2 Effect of non-compliance with Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.

3.3 Particular obligations relating to data sharing. Each party shall:

- (a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purpose;
- (b) give full information to any data subject whose personal data may be processed under the Contract of the nature of such processing. This includes giving notice that, on the termination of the Contract, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- (c) process the Shared Personal Data only for the Agreed Purpose;
- (d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- (e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by the Contract;
- (f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- (g) not transfer any personal data received from the Data Discloser outside the UK unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

- 3.4 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:
- (a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
 - (b) promptly inform the other party about the receipt of any data subject rights request;
 - (c) provide the other party with reasonable assistance in complying with any data subject rights request;
 - (d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
 - (e) assist the other party, at the cost of the other party, 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, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - (f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
 - (h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
 - (i) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 3 and allow for audits by the other party or the other party's designated auditor; and
 - (j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

Part B

4. DATA PROCESSING

- 4.1 The parties acknowledge that, where this paragraph 4 applies and for the purposes of the Data Protection Legislation, the Customer is the controller and TerraQuest is the processor.

Appendix 1 sets out the scope, nature and purpose of processing by TerraQuest, the duration of the processing and the types of personal data and categories of data subject.

- 4.2 Without prejudice to the generality of paragraph 4.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to TerraQuest and/or lawful collection of the personal data by TerraQuest on behalf of the Customer for the duration and purposes of the Contract.
- 4.3 Without prejudice to the generality of paragraph 4.1, TerraQuest shall, in relation to any personal data processed in connection with the performance by TerraQuest of its obligations under this agreement:
- (a) process that personal data only on the documented written instructions of the Customer unless TerraQuest is required by Applicable Law to otherwise process that personal data. Where TerraQuest is relying on Applicable Law as the basis for processing personal data, TerraQuest shall promptly notify the Customer of this before performing the processing required by the Applicable Law unless the Applicable Law prohibits TerraQuest 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) not transfer any personal data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or TerraQuest has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;

- (iii) TerraQuest complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- (iv) TerraQuest complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- (e) 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;
- (f) notify the Customer without undue delay on becoming aware of a personal data breach;
- (g) at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the personal data; and
- (h) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 4.3.

4.4 The Customer consents to TerraQuest appointing third party processors of personal data under the Contract. TerraQuest confirms that it will use reasonable endeavours when it enters in written agreements with third party processors to incorporate terms which are substantially similar to those set out in this paragraph 4.4 and which TerraQuest undertakes will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and TerraQuest, TerraQuest shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 4.4.

4.5 Either party may, at any time on not less than 30 (thirty) days' notice, revise this paragraph 4 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).

Indemnity

5. The Customer party shall indemnify TerraQuest against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by TerraQuest arising out of or in connection with the breach of the Data Protection Legislation by the Customer, its employees or agents, provided that TerraQuest gives to the Customer prompt notice of such claim, full information about the circumstances giving rise to



it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

Appendix 1 - Processing, Personal Data and Data Subjects

1. Processing by the TerraQuest

1.1 Scope

Data processing to allow TerraQuest to compile adequate information of property interests in respect to parcels of land as set out in the Proposal.

1.2 Nature

Processing personal data of individuals where such information is needed to provide the Services.

1.3 Purpose of processing

The proper performance of the Contract

1.4 Duration of the processing

The duration of the Contract

2. Types of Personal Data

Name, address, NI Number, date of birth, telephone number, financial information.

3. Categories of Data Subject

Individuals associated with the parcels of land,