

Geolytix Data Terms and Conditions

Last updated: 25th October 2025

1 Parties

This Agreement is made between:

Geolytix Limited, a company incorporated in England and Wales (registered number 09511651) whose registered office is at Office 117, The Finsbury Business Centre, 40 Bowling Green Lane, London EC1R 0NE ("Company"), and

the Customer whose details are set out in the Order Form ("Customer").

2 Definitions and Interpretations

2.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

Authorised Users	as defined in the Order Form
Business Day	a day on which banks are open for business in the capital city of the country where the Designated Contact of the receiving party of a notice is located but excludes Saturday, Sunday and any other day which is a legal holiday in that city
Confidential Information	any non-public information disclosed by a Party that is identified as confidential or would reasonably be understood as confidential given the nature of the information and circumstances of disclosure
Data	the data defined in the Order Form and any Derived Material
Data Protection Laws	all applicable laws and regulations relating to the processing of personal data and privacy, including: (i) in the United Kingdom, the UK General Data Protection Regulation (as defined in section 3(10) of the Data Protection Act 2018), the Data Protection Act 2018, and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (ii) in the European Economic Area, the General Data Protection Regulation (Regulation (EU) 2016/679); in each case as amended, replaced or superseded from time to time, together with any binding guidance and codes of practice issued by the relevant supervisory authorities
Derived Materials	any work, dataset, model, analysis, report, output, product, service, or other material created by or on behalf of the Customer that: <ul style="list-style-type: none">(a) combines, merges, reproduces, incorporates or is based on or generated using the Data (whether alone or in combination with other data); or(b) enables a third party to access, reconstruct or substitute the Data (in whole or substantial part); or(c) could not have been created without access to or use of the Data
Designated Contact	as defined in the Order Form or such alternative person or persons as one party may identify to the other party from time to time
Facilities	the physical operational units of a business including retail units, restaurants, pubs, shopping centres, warehouses, factories, offices, staff accommodation, and in the case of a real estate investment business, the real estate assets of the business
Force Majeure Event	an event, or a series of related events, that is outside the reasonable control and without the fault or negligence of the party affected and which that party is unable to prevent or provide against by the exercise of reasonable diligence including acts of God, fire, flood, earthquake, unusually severe weather or elements of nature, epidemic or pandemic, war or armed conflict, terrorist attack, embargo, riot, civil disorder, rebellion or revolution, industrial action or dispute not involving the party's workforce, failure of the internet or any public telecommunications network, hacker attack, denial of service attack, virus or other malicious software attack or infection, failure of utilities, changes in law or acts of government or regulatory authorities
Interest Rate	the rate of statutory interest as defined in the Late Payment of Commercial Debts (Interest) Act 1998

By signing this Order Form, the Customer agrees to purchase the Data subject to the Geolytix Data Terms and Conditions attached to this Order Form which together form the Agreement between the Customer and Company.

Intellectual Property Rights	patents, utility model rights, copyright, trademarks, service marks, trade, business and domain names, database rights, design rights, topography rights, moral rights, goodwill, rights in any information that is by its nature confidential or is designated by one party to another to be confidential or that the other party knows or ought to know is confidential (including know-how, business methods, data and trade secrets) and all other similar or analogous rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights in each case in any part of the world
Location Planning	activities undertaken for the purpose of determining the optimal physical location of the Facilities of a business whether individually or as a group or network or of all Facilities of a business as a whole.
Model	any machine learning, artificial intelligence, statistical, or rules-based system trained, tuned, or validated in whole or in part using the Data
Order Form	the Order Form at the beginning of this Agreement and which forms part of this Agreement
Scope of Use	as defined in the Order Form
Subscription Fees	as defined in the Order Form
Subscription Term	as defined in the Order Form

2.2 In this Agreement unless otherwise stated or unless the context otherwise requires:

- a) references to a statute or statutory provision includes, unless otherwise stated, that statute or provision:
 - i. as amended, modified, consolidated or reenacted from time to time; and
 - ii. includes any subordinate legislation made under that statute or provision;
- b) headings do not affect the interpretation of this Agreement or any clause;
- c) the words "including", "include", "for example", "in particular" or any similar expression shall be construed as illustrative and shall not limit the generality of the words preceding those terms;
- d) words in the singular include the plural and vice versa;
- e) references to one gender include all genders;
- f) references to "persons" include natural persons, corporate or unincorporated bodies (whether or not having separate legal personality);
- g) references to "writing" or "written" include email but not fax;
- h) any obligation on a party not to do something includes an obligation not to allow that thing to be done;
- i) references to clauses and schedules are to clauses and schedules of this Agreement, and a reference to a clause is, unless otherwise specified, a reference to all its sub-clauses;
- j) the positioning of the Order Form at the start of this Agreement is for convenience and does not affect the effect or interpretation of the Order Form as part of this Agreement;
- k) if there is any conflict or inconsistency between the clauses of this Agreement and any schedule or annex, the clauses of this Agreement shall prevail unless expressly stated otherwise; and
- l) in the event of any conflict, inconsistency or ambiguity between this Agreement and the Order Form, the Order Form shall prevail to the extent of such conflict.

3 Licence

- 3.1 In consideration of the Customer paying the Subscription Fees, the Company grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable licence to use the Data for the Subscription Term.
- 3.2 The Company shall provide the Data to the Customer in accordance with the method specified in the Order Form.
- 3.3 The licence is restricted to use of the Data by the Customer and the Customer's Authorised Users only and only for the Scope of Use.

4 Payment

- 4.1 The Company will invoice the Customer as set out in the Order Form. Subscription Fees are due within thirty (30) days of the invoice date.

- 4.2 Subscription Fees payable for each Renewal Term shall be the then-current subscription fees increased automatically by reference to the United Kingdom Retail Prices Index (RPI) published by the Office for National Statistics (or any replacement index) as at the date falling thirty (30) days before the start of the Renewal Term.
- 4.3 Subscription Fees are exclusive of VAT and any other applicable taxes, duties, or government levies ("Taxes"). The Customer is responsible for paying all such Taxes. Where required, the Company will collect and remit Taxes to the relevant authority and the Customer remains liable for any shortfall in payment of Taxes whether or not included in Company's invoice and any resulting penalties or interest.
- 4.4 The Company reserves the right to charge interest on late payment at the Interest Rate or to suspend the Customer's access to the Services if any invoice remains unpaid for more than fifteen (15) days after the due date. The Company may terminate this agreement if any invoice is not paid within thirty (30) days of the invoice date.

5 Customer Responsibilities and Use Restrictions

- 5.1 The Customer is responsible for ensuring that use of the Data by the Customer and its Authorised Users comply with this Agreement and all relevant laws and regulations.
- 5.2 Except as provided in this Agreement, the Customer shall not and shall ensure that its Authorised Users do not:
 - a) copy or reproduce the Data, in whole or in part;
 - b) sell, lease, licence, distribute, publish or otherwise or make the Data, in whole or in part, available or accessible to any third party or deal in or encumber it any way or form;
 - c) use the Data to create products or provide services to any third party that competes with the Company's business or could reasonably be considered to form part of the Company's business;
 - d) use the Data in any unlawful manner or infringe third-party rights; or
 - e) use the Data in any way for or in connection with any machine learning or artificial intelligence system, including without limitation use of the Data as reference training material or otherwise exposing or making available the Data to such systems.
- 5.3 The Customer may make a copy of the Data for backup purposes. Any copies made shall be deemed to form part of the Data.
- 5.4 The Customer may use the Data to develop Derived Material provided that:
 - a) the Derived Material is developed and used only for the Scope of Use;
 - b) Derived Material does not result in the identification of any individuals or otherwise violate any applicable data privacy laws, including but not limited to the Data Protection Laws; and
 - c) Derived Material shall be deemed to form part of the Data.
- 5.5 The Customer shall implement technical, contractual and other security measures to protect the integrity and security of the Data and to prevent any unauthorised use or disclosure of the Data.

6 Term and Termination

- 6.1 This Agreement is effective for the Subscription Term and will automatically renew for successive terms of twelve (12) months starting on the day following the expiry of the Subscription Term or the then-current term (each a "Renewal Term") unless either party provides written notice of non-renewal at least sixty (60) days before the end of the then-current term.
- 6.2 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party:
 - a) commits a material breach of this Agreement which is not remediable or, if remediable, fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
 - b) repeatedly breaches this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
 - c) becomes insolvent, enters into administration or liquidation (except for the purposes of a solvent restructuring), has an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar appointed over any of its assets, is the subject of a petition for a bankruptcy order, enters into any voluntary arrangement with its creditors or is otherwise unable to pay its debts as they fall due; or
 - d) is dissolved or ceases or threatens to cease to conduct all or substantially all of its business.
- 6.3 Upon termination:
 - a) the Customer's licence and rights to use the Data will immediately cease and the Customer shall immediately cease using the Data;
 - b) the Customer shall immediately pay to the Company all outstanding unpaid sums and interest (if any);

- c) the Customer shall promptly delete or destroy all Data and any copies of the Data in the Customer's possession or control and if requested by the Company, the Customer shall certify that such deletion or destruction has taken place; and
 - d) in the event that the Customer is unable to delete or destroy any back-up copies of the Data, the Customer agrees not to restore those back-up copies.
- 6.4 Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect, including (but without limitation) the following provisions: clauses 2 (Definitions and Interpretations), 4 (Payment), 6 (Termination), 7 (Confidentiality), 10 (Liabilities), 12 (Indemnification), 14 (Assignment), 15 (Rights and Remedies), 16 (Waiver), 17 (Severability), 18 (No Partnership or Agency), 19 (Third Party Rights), 20 (Entire Agreement) and 21 (Governing Law and Jurisdiction).

7 Confidentiality

- 7.1 The Customer agrees to keep the Data and both parties agree to keep the any Confidential Information confidential and to protect them with the same degree of care it uses to protect its own confidential information of a similar nature, but no less than reasonable care.
- 7.2 Confidential Information does not include information that is publicly available, was already in the receiving party's possession, or was independently developed without access to the Confidential Information.
- 7.3 The restrictions in this clause 7 do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation, by any judicial or governmental order or request.
- 7.4 It is hereby agreed and acknowledged that it will be impossible to measure in money the damage that would be suffered if the parties fail to comply with any of the obligations herein imposed on them and that in the event of any such failure, an aggrieved Person will be irreparably damaged and will not have an adequate remedy at law. Any such Person shall, therefore, be entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the parties hereto shall raise the defence that there is an adequate remedy at law.

8 Intellectual Property Rights

- 8.1 The Company owns and retains all rights, title, and interest, including all related Intellectual Property Rights, in and to the Data.
- 8.2 All rights, title, and interest, including all related Intellectual Property Rights, in and to Derived Materials shall vest in and remain the sole property of the Company. For the avoidance of doubt, the Customer retains ownership of its own independently developed materials that are not Derived Materials.
- 8.3 The Customer shall promptly notify the Company if it becomes aware that it is in breach of this Agreement or suspects that there has been an infringement of the Company's Intellectual Property Rights in the Data or Derived Materials.

9 Warranties

- 9.1 The Company warrants that in respect of any data, content or materials belonging to any third party that forms part of the Data, it has the right to include such third-party data in the Data.
- 9.2 Except as expressly set out in this Agreement, the Company gives no warranties and makes no representations, whether express or implied, including but not limited to warranties of satisfactory quality, fitness for a particular purpose, or non-infringement. Without limiting the foregoing, the Company does not warrant that:
 - a) the Data will meet the Customer's requirements, is suitable for any particular use or purpose, or achieve any particular outcome;
 - b) the Data will be compatible with any hardware, software, system, or network not expressly identified to the Company and detailed in the Order Form;
 - c) the Data is complete, accurate, reliable or exhaustive; or
 - d) all errors or defects will be corrected.
- 9.3 The Customer's sole and exclusive remedy for breach of the warranties in this Agreement shall be for the Company, at the Company's option and expense, to:
 - a) use commercially reasonable efforts to correct, repair or replace the affected Data; or
 - b) terminate this Agreement and refund to the Customer a pro-rata portion of the fees paid from the date of notification of the breach.
- 9.4 The warranties and representations made by the parties in respect of this Agreement are expressly set out in this Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this Agreement will be implied into this Agreement.

10 Liabilities

- 10.1 Nothing in this Agreement shall exclude or limit either party's liability for:
- death or personal injury caused by its negligence;
 - fraud or fraudulent misrepresentation; or
 - any other liability which cannot be excluded or limited under applicable law.
- 10.2 Subject to clause 10.1, the Company shall not be liable to the Customer (whether in contract, tort (including negligence), breach of statutory duty, or otherwise) for any:
- loss of profits, revenue, business or opportunities, goodwill, or anticipated savings;
 - loss or corruption of data or information;
 - loss of use or business interruption; or
 - indirect, special or consequential loss or damage,
- in each case, however arising and even if foreseeable.
- 10.3 Subject to clause 10.1, the Company's total aggregate liability arising out of or in connection with this Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to an amount equal to the total fees paid by the Customer to the Company under this Agreement in the twelve (12) months immediately preceding the event giving rise to the claim.

11 Indemnification

The Customer shall indemnify and keep indemnified the Company and the Company's officers, directors, and employees against all losses, liabilities, costs and expenses (including reasonable legal fees) suffered or incurred by the Company arising out of or in connection with the Customer's breach of this Agreement, or the Customer and its Authorised User's use of the Data.

12 Force Majeure

- 12.1 Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement (except for the Customer's payment obligations) if such delay or failure results from a Force Majeure Event.
- 12.2 If a Force Majeure Event gives rise to a failure or delay in either party performing any obligation under this Agreement (other than the Customer's payment obligations), that obligation will be suspended for the duration of the Force Majeure Event.
- 12.3 A party that becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to, any failure or delay in that party performing any obligation under this Agreement, must: (a) promptly notify the other of the nature and extent of the Force Majeure Event; and (b) inform the other of the period for which it is estimated that such failure or delay will continue.
- 12.4 A party whose performance of its obligations under this Agreement is affected by a Force Majeure Event must take reasonable steps to mitigate the effects of the Force Majeure Event and unless the right to terminate is exercised in clause 12.5, use all reasonable endeavours to resume performance under the relevant Agreement as soon as feasible.
- 12.5 If a Force Majeure Event continues for a period of more than sixty (60) consecutive days, either party may terminate this Agreement by giving thirty (30) days' written notice to the other party, without liability (but without prejudice to accrued rights and obligations).

13 Notices

Any notice from one party to the other party under this Agreement must be given by one of the following methods and addressed to the other party's Designated Contact:

- by email, [deemed delivered on acknowledgement of receipt or if no acknowledgement, deemed takes place two (2) hours after being sent, unless deemed receipt is outside of the receiving party's office hours as specified in the Order Form in which case the notice shall be deemed to be received at the start of the next Business Day];
- delivered personally or sent by courier, in which case the notice shall be deemed to be received upon delivery; or
- sent by recorded signed-for post, in which case the notice shall be deemed to be received two (2) Business Days following posting, providing that, if the stated time of deemed receipt is not within standard business hours of the country in which the address is located, then the time of deemed receipt shall be when those standard business hours next begin.

14 Assignment

Neither party may without the prior written consent of the other party assign, novate, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this Agreement.

15 Rights and Remedies

- 15.1 Unless expressly stated, the rights and remedies of the parties in connection with this Agreement are cumulative and are not exclusive of and may be exercised without prejudice to any other rights or remedies provided in this Agreement, by law, equity or otherwise. Except as expressly stated in this Agreement (or in law or in equity in the case of rights and remedies provided by law or equity) any right or remedy may be exercised wholly or partially from time to time.
- 15.2 The Parties agree and acknowledge that if a party to this Agreement fails to perform, observe or discharge any of its obligations or liabilities, it may be impossible to measure in money the damage that would be suffered by the aggrieved party and in that event, the aggrieved party will be irreparably harmed and will not have an adequate remedy at law. In that event, the Parties agree that the aggrieved party is entitled (in addition to any other remedy to which it may be entitled in law or in equity) to injunctive relief, including specific performance, to enforce such obligations, and if any action should be brought in equity to enforce any of the provisions of this Agreement, the other party shall not raise the defence that there is an adequate remedy at law.

16 Waiver

No breach of any provision of this Agreement shall be waived except with the express written consent of the party not in breach.

17 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable then the remaining provisions shall remain in full force and effect.

18 No Partnership or Agency

Nothing in this Agreement is intended to or shall operate to create a partnership, joint venture or principal-agent relationship between the parties and neither party shall have the authority to act in the name of or on behalf of or otherwise bind the other in any way.

19 Third Party Rights

Unless expressly stated in this Agreement, this Agreement is made for the benefit of the parties only and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this Agreement are not subject to the consent of any third party.

20 Entire Agreement

- 20.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 20.2 Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 20.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

21 Governing Law and Jurisdiction

This Agreement is governed by English law, and any disputes arising under it shall be subject to the exclusive jurisdiction of the courts located in England.

22 Execution

This Agreement may be executed in counterparts and by electronic signature, each of which is an original and together constitute one instrument.