

CLEARPATH

Programme Management

TERMS AND CONDITIONS OF SERVICE

Last updated: April 2026

IMPORTANT: These Terms and Conditions govern the Customer's use of the Clearpath programme management platform. By accessing or using the Service, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms. If the Customer does not agree to these Terms, the Customer must not access or use the Service.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms, the following definitions apply:

"Agreement" means these Terms and Conditions together with any Order Form, Service Level Agreement, and Data Processing Addendum referenced herein, which collectively govern the relationship between the Provider and the Customer.

"Clearpath" or "the Service" means the cloud-hosted programme management software application operated by the Provider and made available to the Customer on a subscription basis via the internet.

"Customer" means a business, organisation, partnership, sole trader, or other person that subscribes to and uses the Service in the course of its business, and includes all Authorised Users acting on behalf of that Customer. The Service is intended for business use only and is not offered to consumers. By subscribing, the Customer represents and warrants that it is acting in the course of business and not as a consumer (as that term is defined in section 2(3) of the Consumer Rights Act 2015).

"Authorised User" means any individual who is permitted by the Customer to access and use the Service, including employees, subcontractors, and agents of the Customer.

"Customer Data" means all data, information, documents, photographs, programmes, delay records, diary entries, and other materials uploaded, entered, generated, or stored by the Customer or its Authorised Users within the Service.

"Provider" means the entity that owns, operates, and maintains the Clearpath platform.

"Subscription Term" means the period during which the Customer has an active subscription to use the Service, as set out in the applicable Order Form or subscription confirmation.

"Working Day" means any day other than a Saturday, Sunday, or public holiday in England.

1.2 In these Terms: (a) a reference to a statute or statutory provision includes any subordinate legislation made under it and any subsequent amendment or re-enactment; (b) the words "including", "include", and "in particular" are illustrative and shall not limit the preceding words; (c)

a reference to "writing" or "written" includes email but not fax; (d) headings are for convenience only and do not affect interpretation.

2. THE SERVICE

2.1 The Provider grants the Customer a non-exclusive, non-transferable, revocable licence to access and use the Service during the Subscription Term, subject to these Terms and any applicable usage limits associated with the Customer's subscription tier.

2.2 The Service enables the Customer to: (a) load, manage, and version construction programmes; (b) track activity progress and record actual start and completion dates; (c) record and categorise delay events with reference to contractual clauses; (d) maintain a site diary including workforce, weather, and progress records; (e) generate formal delay notices and reports; (f) manage a register of relevant documents; and (g) export data in CSV and PDF formats.

2.3 The Provider shall use commercially reasonable endeavours to make the Service available 24 hours a day, 7 days a week, except for: (a) planned maintenance, which the Provider will endeavour to schedule outside of 07:00–19:00 UK time on Working Days; and (b) emergency maintenance required to address security vulnerabilities or critical failures.

2.4 The Provider does not guarantee that the Service will be uninterrupted, error-free, or free from vulnerabilities. The Service is provided over the public internet and is subject to factors outside the Provider's control, including network availability, third-party hosting infrastructure, and browser compatibility.

2.5 The Provider reserves the right to modify, update, or enhance the Service from time to time. The Provider will use reasonable endeavours to give the Customer advance notice of any material changes that may adversely affect the Customer's use of the Service.

3. CUSTOMER OBLIGATIONS

3.1 The Customer shall: (a) ensure that all Authorised Users comply with these Terms; (b) maintain the security and confidentiality of all login credentials and not share passwords between individuals; (c) be solely responsible for the accuracy, completeness, and legality of all Customer Data entered into the Service; (d) use the Service only for lawful business purposes; and (e) notify the Provider promptly of any suspected unauthorised access to the Service.

3.2 The Customer shall not: (a) sublicense, resell, or make the Service available to any third party other than Authorised Users; (b) attempt to reverse engineer, decompile, or disassemble the Service; (c) use the Service to store or transmit malicious code, infringing material, or material in violation of any applicable law; (d) attempt to gain unauthorised access to the Service, its underlying systems, or other customers' data; or (e) use the Service in any way that could impair its performance or interfere with other customers' use.

3.3 The Customer acknowledges that the Service is a tool to assist with programme management and record-keeping. The Service does not provide legal, contractual, or

professional advice. All decisions regarding delay notifications, contractual claims, extensions of time, and compliance with construction contracts remain the sole responsibility of the Customer. The Customer should seek independent professional advice on all contractual and legal matters.

4. SUBSCRIPTION, FEES AND PAYMENT

4.1 The Customer shall pay the subscription fees applicable to their chosen tier as set out in the Order Form or the Provider's published pricing. Fees are quoted exclusive of VAT, which shall be added where applicable.

4.2 Unless otherwise agreed, subscription fees are payable in advance on a monthly or annual basis. The Provider reserves the right to suspend the Service if payment is not received within 14 days of the due date, following written notice to the Customer.

4.3 The Provider may increase subscription fees upon giving the Customer not less than 30 days' written notice before the start of the next renewal period. If the Customer does not accept the revised fees, the Customer may terminate the Agreement before the increased fees take effect.

4.4 No refunds shall be given for partial periods of use, except: (a) where required by applicable law, including any statutory cooling-off period; or (b) where the Provider terminates the Agreement due to a material breach by the Provider.

4.5 The Customer's subscription tier determines the maximum number of active projects and Authorised Users. The Customer may upgrade their tier at any time. Downgrades take effect at the start of the next renewal period.

5. SUBSCRIPTION TERM, RENEWAL AND CANCELLATION

5.1 The initial Subscription Term shall be as set out in the Order Form or subscription confirmation. Unless the Customer cancels before the end of the current period, the subscription shall automatically renew for successive periods of the same length.

5.2 The Provider shall send the Customer a renewal reminder notice by email not less than 14 days before each automatic renewal, clearly stating the renewal date, the amount to be charged, and how to cancel.

5.3 The Customer may cancel its subscription at any time and for any reason, with no notice period required. Cancellation takes effect at the end of the current paid period: the Customer's access to the Service continues until that date and the subscription will not auto-renew. The Customer is not entitled to a refund for any unused portion of the current paid period (subject to clause 4.4 and the Customer's rights under applicable law). The Provider may terminate the Agreement for convenience by giving the Customer not less than 30 days' written notice before the end of the current Subscription Term.

5.4 The Customer may cancel at any time through the Service interface or by emailing the Provider. The Provider shall acknowledge cancellation requests within 2 Working Days. Cancellation shall be no more difficult than the process used to subscribe.

6. CUSTOMER DATA AND INTELLECTUAL PROPERTY

6.1 The Customer retains all right, title, and interest in and to Customer Data. Nothing in these Terms transfers ownership of Customer Data to the Provider.

6.2 The Customer grants the Provider a limited, non-exclusive licence to host, store, process, and display Customer Data solely for the purpose of providing the Service to the Customer and its Authorised Users.

6.3 The Provider shall not access, use, or disclose Customer Data except: (a) as necessary to provide, maintain, and support the Service; (b) as required by law, regulation, or legal process; (c) with the Customer's prior written consent; or (d) in an anonymised and aggregated form that cannot reasonably be used to identify the Customer or any individual, for the purpose of improving the Service.

6.4 All intellectual property rights in the Service (including the software, user interface, documentation, algorithms, and branding) belong to the Provider. Nothing in these Terms grants the Customer any rights in the Service other than the limited licence set out in clause 2.1.

6.5 The Customer shall not remove, obscure, or alter any proprietary notices, labels, or marks on the Service.

7. DATA PROTECTION

7.1 Each party shall comply with its obligations under UK data protection legislation, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018, and any successor legislation (together, "Data Protection Law").

7.2 To the extent that the Provider processes personal data on behalf of the Customer, the Provider acts as a data processor and the Customer acts as a data controller. The parties shall comply with the Data Processing Addendum annexed to these Terms, which sets out the subject matter, duration, nature, and purpose of processing, and the types of personal data and categories of data subjects.

7.3 The Provider shall implement appropriate technical and organisational measures to protect Customer Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage, having regard to the state of the art and the cost of implementation.

7.4 The Provider shall notify the Customer without undue delay, and in any event within 72 hours, after becoming aware of any personal data breach (as defined in Data Protection Law) affecting Customer Data.

7.5 Customer Data is hosted within the United Kingdom or the European Economic Area. The Provider shall not transfer Customer Data outside of these territories without the Customer's prior written consent and without ensuring that appropriate safeguards are in place in accordance with Data Protection Law.

8. SECURITY

8.1 The Provider shall maintain reasonable administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Customer Data. These measures include, without limitation: (a) encryption of data in transit using TLS; (b) access controls and authentication mechanisms; (c) regular security assessments; and (d) secure disposal of data upon termination.

8.2 The Provider shall maintain industry-standard backup procedures and shall use reasonable endeavours to ensure that Customer Data can be recovered in the event of data loss. However, the Provider does not guarantee that data loss will never occur and recommends that the Customer maintain independent backups of critical data using the Service's export functionality.

8.3 The Customer is responsible for maintaining the security of its own systems, devices, and login credentials used to access the Service.

9. CONFIDENTIALITY

9.1 Each party (the "Receiving Party") shall keep confidential all information of a confidential nature obtained from the other party (the "Disclosing Party") in connection with this Agreement, and shall not disclose such information to any third party without the prior written consent of the Disclosing Party.

9.2 The obligations in clause 9.1 do not apply to information that: (a) is or becomes publicly available other than through a breach of these Terms; (b) was already in the possession of the Receiving Party before disclosure; (c) is received from a third party who is not under an obligation of confidentiality; or (d) is required to be disclosed by law, regulation, or court order, provided that the Receiving Party gives reasonable prior notice to the Disclosing Party where legally permitted.

9.3 The obligations under this clause 9 survive termination of the Agreement for a period of 3 years.

10. DISCLAIMERS AND NO PROFESSIONAL ADVICE

10.1 The Service is provided "as is" and "as available" to the maximum extent permitted by applicable law, the provider disclaims all warranties, whether express, implied or statutory, including without limitation warranties of merchantability, fitness for a particular purpose, and non-infringement.

10.2 Without limiting the foregoing, the Provider does not warrant or represent that: (a) the Service will meet the Customer's specific requirements; (b) the Service will be available without interruption, be timely, secure, or error-free; (c) the results obtained from use of the Service will be accurate, reliable, or complete; or (d) any defects in the Service will be corrected within a particular timeframe.

10.3 The Service is not intended to constitute and does not constitute legal advice, contractual advice, or professional advice of any kind. The delay categorisation, notice generation, and clause referencing features of the Service are tools to assist the Customer with

record-keeping and are not a substitute for independent professional judgment. The Provider makes no representation as to the legal effect, enforceability, or adequacy of any document, notice, or report generated by the Service.

10.4 The Customer acknowledges and agrees that: (a) all decisions about when to issue delay notices, what contractual clauses to rely upon, the content and timing of formal correspondence, and the pursuit or defence of contractual claims are solely the Customer's responsibility; (b) the Provider has no knowledge of the Customer's specific contractual terms, project circumstances, or applicable law; (c) the Customer should obtain independent legal and contractual advice before relying on any output of the Service for contractual or legal purposes; and (d) the Provider accepts no responsibility for the Customer's contractual position, claims, or disputes with any third party.

10.5 Any sample text, template wording, clause references, or suggested content provided within the Service is for illustrative purposes only and should not be used without independent verification by the Customer's own professional advisors.

11. LIMITATION OF LIABILITY

11.1 Nothing in these Terms excludes or limits the Provider's liability for: (a) death or personal injury caused by the Provider's negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or (d) any other liability which cannot be excluded or limited by applicable law.

11.2 Subject to clause 11.1, the Provider's total aggregate liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty, misrepresentation, restitution, or otherwise, arising under or in connection with this Agreement, shall in no event exceed the total fees paid by the Customer to the Provider during the 12 months immediately preceding the event giving rise to the claim.

11.3 Subject to clause 11.1, the Provider shall not be liable to the Customer for any: (a) indirect, special, incidental, or consequential loss or damage; (b) loss of profits, revenue, anticipated savings, or business opportunity; (c) loss of goodwill or reputation; (d) loss of data or corruption of data (to the extent that the loss or corruption is not caused by the Provider's failure to comply with clause 8); (e) loss arising from the Customer's reliance on the Service for contractual, legal, or commercial decisions; (f) loss arising from any failure, interruption, or delay in the provision of the Service, including as a result of third-party hosting failures, internet connectivity issues, or force majeure events; (g) loss arising from any inaccuracy, incompleteness, or error in delay classifications, notice templates, clause references, reports, or any other output generated by the Service; or (h) wasted management or staff time, howsoever arising and whether or not the Provider has been advised of the possibility of such loss or damage.

11.4 The Customer acknowledges that the fees charged for the Service reflect the allocation of risk set out in this clause 11 and that the Provider would not have entered into this Agreement

without these limitations. The Customer is responsible for obtaining appropriate insurance to cover any residual risks.

12. INDEMNITY

12.1 The Customer shall indemnify and hold harmless the Provider against all liabilities, costs, expenses, damages, and losses (including reasonable legal fees) arising from or in connection with: (a) the Customer's or any Authorised User's breach of these Terms; (b) any claim by a third party arising from the Customer's use of the Service, including any claim related to Customer Data; (c) any claim that the Customer Data infringes the intellectual property rights of any third party; or (d) any contractual dispute, claim, or proceeding between the Customer and any third party (including the Customer's clients, main contractors, or employers) to which the Provider is joined or from which the Provider suffers loss.

13. SUSPENSION AND TERMINATION

13.1 The Provider may suspend the Customer's access to the Service immediately and without notice if: (a) the Customer breaches any material provision of these Terms; (b) the Provider reasonably believes that the Customer's use of the Service poses a security risk; (c) the Customer fails to pay any amount due within 14 days of the due date; or (d) the Customer becomes insolvent, enters administration, or is subject to any analogous insolvency event.

13.2 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of these Terms and (where such breach is remediable) fails to remedy the breach within 30 days after receiving written notice of the breach.

13.3 Upon termination or expiry of the Agreement: (a) the Customer's access to the Service shall cease; (b) the Provider shall make Customer Data available for export by the Customer for a period of 30 days following termination; (c) after the 30-day export period, the Provider shall delete all Customer Data from its systems within a further 30 days, except where retention is required by law; and (d) all rights and licences granted under these Terms shall immediately cease.

13.4 Termination of this Agreement shall not affect any rights, remedies, obligations, or liabilities of either party that have accrued up to the date of termination.

13.5 Clauses 6, 7, 9, 10, 11, 12, and 15 shall survive termination of this Agreement.

14. FORCE MAJEURE

14.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement to the extent that such failure or delay results from a Force Majeure Event.

14.2 A "Force Majeure Event" means any event beyond the reasonable control of the affected party, including (without limitation): acts of God, fire, flood, earthquake, pandemic, epidemic, acts of terrorism, war, civil unrest, government action, power failure, internet or telecommunications failure, or failure of third-party hosting infrastructure.

14.3 The affected party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and its expected duration. If a Force Majeure Event continues for more than 60 days, either party may terminate this Agreement by written notice.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.2 The parties agree to attempt in good faith to resolve any dispute arising under or in connection with this Agreement through informal negotiation. If the dispute cannot be resolved through negotiation within 30 days, either party may refer the matter to mediation administered by the Centre for Effective Dispute Resolution (CEDR) in London.

15.3 If the dispute is not resolved through mediation within 60 days of the referral, or if either party declines to participate in mediation, the courts of England and Wales shall have exclusive jurisdiction to settle the dispute.

16. GENERAL PROVISIONS

16.1 Entire Agreement. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, understandings, and arrangements between them. Each party acknowledges that it has not relied on any statement, warranty, or representation not expressly set out in this Agreement.

16.2 Amendments. The Provider may update these Terms from time to time. The Provider shall give the Customer not less than 30 days' written notice of any material changes. Continued use of the Service after the notice period constitutes acceptance of the updated Terms. If the Customer does not agree to any material changes, the Customer may terminate the Agreement before the changes take effect.

16.3 Assignment. The Customer shall not assign, transfer, or subcontract any of its rights or obligations under this Agreement without the prior written consent of the Provider. The Provider may assign this Agreement to an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

16.4 Severability. If any provision of these Terms is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, it shall be modified to the minimum extent necessary to make it valid and enforceable, and the remaining provisions shall continue in full force and effect.

16.5 Waiver. No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of that right or remedy.

16.6 Third Party Rights. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

16.7 Notices. All notices under this Agreement shall be in writing and sent to the email address associated with the Customer's account or to the Provider's designated support email address. Notices are deemed received on the Working Day following transmission.

By registering for an account or using the Service, the Customer confirms acceptance of these Terms and Conditions. If you are agreeing to these Terms on behalf of an organisation, you represent and warrant that you have the authority to bind that organisation to these Terms.