

Adaptive Business Management Systems Ltd. – Subscriber Agreement

Effective Date: October 14, 2025

1. Introduction

This Agreement (“Agreement”) governs the use of Adaptive Business Management Systems Ltd. (“Adaptive BMS”, “we”, “us”, “our”) Services by the Subscriber (the company or organisation named in the Order Form).

By executing and returning an Order Form, clicking “I accept,” or otherwise using the Services, the Subscriber agrees to be bound by these terms. If you are not authorised to agree on behalf of your organisation, you must not use the Services.

If a separate Master Services Agreement or Enterprise Contract has been signed, that agreement will take precedence over this Subscriber Agreement.

2. Definitions

Key terms used in this Agreement include:

- “Services” – the software applications, websites, tools, interfaces, and products provided by Adaptive BMS (including CAPA Manager).
- “Order Form” – the document (online or signed) specifying the Services purchased, features, limits, and fees.
- “Package” – the subscription level chosen by Subscriber, with defined features and limits.
- “Subscriber” – the organisation purchasing Services under an Order Form.
- “User” – an individual authorised by Subscriber to access the Services.
- “Account Administrator” – Subscriber’s designated employee(s) who manage Users and Workspaces.
- “Workspace” – the Subscriber’s configured environment within the Services for Users.
- “Content” – all data, files, text, images, or other materials uploaded or created by Subscriber or its Users.
- “API” – Adaptive BMS’s Application Programming Interface and related documentation.

3. Licence & Proprietary Rights

- Adaptive BMS grants Subscriber a non-exclusive, non-transferable licence to use the Services as set out in the Order Form.

- All intellectual property rights in the Services remain the sole property of Adaptive BMS and its licensors.
- Subscriber retains all ownership rights in its Content.
- Subscriber grants Adaptive BMS a limited licence to host, process, back up, and transmit Content solely to deliver the Services.

Subscriber may not:

- Reverse engineer, decompile, or modify the Services.
- Remove proprietary notices.
- Redistribute or resell the Services.

4. Service Availability & Support

- Services are available 24/7, subject to maintenance.
- Adaptive BMS guarantees 99% uptime over a rolling 90-day period (excluding planned maintenance). Independent uptime reports are available on request.
- Planned maintenance will, where possible, be performed outside UK/US business hours.
- Backups: full database and file backups are carried out regularly and retained securely for at least 3 months.
- Subscriber support: issues should be reported to support@adaptivebms.com. A support ticketing system tracks response and resolution.
- Adaptive BMS is not responsible for issues caused by Subscriber's own systems, equipment, or third-party providers.
- If uptime falls below 99% in a rolling 90-day period, Subscriber may request service credits at Adaptive BMS's discretion.

5. Subscriber Obligations

Subscriber agrees to:

- Appoint at least one Account Administrator.
- Ensure accurate registration details for Users.
- Maintain the confidentiality of User login credentials.
- Use Services only for lawful purposes and within the purchased Package limits.

- Ensure all Content uploaded complies with applicable law and does not infringe third-party rights.

Prohibited actions include (but are not limited to):

- Uploading malware or harmful code.
- Sending spam or bulk communications.
- Attempting to bypass security controls.
- Misusing the Services for unlawful or abusive purposes.

Subscriber is responsible for the actions of its Users.

6. API Terms

- Subscriber may use the API solely to integrate third-party tools with the Services.
- Subscriber is responsible for any third-party products that access the Services via the API.
- Excessive or abusive API calls may result in throttling or suspension.
- Subscriber must not collect user credentials or personal data unlawfully.
- Adaptive BMS may modify or retire the API at any time, with reasonable notice.

7. Confidentiality

- Both parties agree to protect each other's Confidential Information using at least the same care used to protect their own.
- Subscriber's Content is treated as confidential.
- Exceptions include information that is already public, lawfully received from a third party, or required by law to be disclosed.
- Confidentiality obligations survive termination of this Agreement.

8. Data Protection

- Adaptive BMS processes Subscriber and User personal data in compliance with the UK Data Protection Act 2018 and GDPR.
- Subscriber is responsible for ensuring lawful collection and processing of personal data uploaded to the Services.
- See the Adaptive BMS Privacy Policy and Security Policy, available from adaptivebms.com, for further details.

9. Warranties

- Adaptive BMS warrants that the Services will be provided with reasonable care and skill and, to the best of our knowledge, do not contain malicious code or infringe third-party IP rights.
- Except as stated, Services are provided “as is” and “as available” without warranties of merchantability, fitness for purpose, or uninterrupted operation.

10. Indemnities

- Subscriber indemnifies Adaptive BMS against claims arising from Subscriber’s Content, misuse, or breach of this Agreement.
- Adaptive BMS indemnifies Subscriber against claims of third-party IP infringement or breach of confidentiality.
- Indemnities require timely notice and cooperation by the indemnified party.

11. Limitation of Liability

- Neither party is liable for indirect or consequential damages, including lost profits, business interruption, or data loss.
- Adaptive BMS’s total liability is limited to fees paid by Subscriber in the 12 months preceding the claim.
- Liability is not limited for death, personal injury, fraud, willful misconduct, or indemnities under Section 10.

12. Term & Termination

- This Agreement continues while an Order Form is active.
- It renews automatically for successive terms unless either party gives 90 days’ notice before renewal.
- Either party may terminate immediately if the other:
 - Becomes insolvent or bankrupt.
 - Breaches this Agreement and fails to cure within 30 days.

On termination:

- Subscriber must cease using the Services.
- Subscriber may request export of Content in a standard machine-readable format (e.g., CSV/SQL) within 30 days of termination.
- After this period, Adaptive BMS will securely delete all Subscriber Content.

13. Fees & Payment

- Fees are payable as per the Order Form (annually in advance unless otherwise agreed).
- Fees are non-refundable except as expressly stated.
- Overdue amounts may result in suspension of Services and accrue interest at 4% above Bank of England base rate.
- Subscriber is responsible for all applicable taxes.

14. Account Rules and Data Lifecycle

1. **Demo / Free Accounts** – Demo or free CAPA Manager accounts may be deleted after **3 months of inactivity** or at Adaptive BMS's discretion.
2. **Paid / Premium Subscription Accounts** – If a paid or premium CAPA Manager subscription is not renewed, or payment is not received by the due date, the account will automatically transition to a **locked status**. During this period, users will retain **read-only access** to existing data, but the ability to create, modify, or upload new CAPA records will be suspended until the subscription is renewed and payment received in full.
3. **Unpaid Accounts** – Accounts that remain unpaid will remain in a **locked status** for up to **twelve (12) months**. After this period, the account will revert to **demo mode** and may be deleted in accordance with point 1 above.
4. **Data Retention** – Once an account is deleted, all associated data and attachments will be permanently removed from our active systems. **Backup copies** may be retained securely for up to **three (3) years** for disaster recovery and legal compliance purposes. Backup data is not accessible to users and is automatically deleted after this retention period.

15. Miscellaneous

- Independent contractors – the parties are not agents or partners.
- Force majeure – neither party is liable for delays caused by events beyond their control (including natural disasters, pandemics, strikes, power outages, or internet failures).
- Assignment – this Agreement may not be assigned without consent, except in cases of merger or corporate restructuring.
- Entire Agreement – this Agreement, together with Order Forms, constitutes the full agreement between the parties.

Notices – official notices must be sent by email or courier to the contacts in the Order Form.

- Subscriber retains all ownership rights in its uploaded content. Adaptive BMS acts only as a data processor in relation to such content.
- Governing law – this Agreement is governed by the laws of England & Wales, and disputes are subject to the exclusive jurisdiction of the courts of England & Wales.

Contact

Adaptive Business Management Systems Ltd.

Email: support@adaptivebms.com

Dorset, United Kingdom

[Insert full postal address here]