

Relative Insight Terms and Conditions

These are the Terms and Conditions (“Terms”) for Relative Insight Limited (company number 06236082), a company registered in England and Wales, having a registered office at Fraser House, White Cross Business Park, Lancaster, LA1 4XQ (“Relative Insight” or “Supplier”) in relation to the Services they will provide.

These Terms, together with the Order Form, comprise the agreement between the Supplier and the Customer for the Services (“Agreement”). In the event of a conflict, the Order Form will take precedence over the Terms.

1. DEFINITIONS

Applicable Laws: all applicable laws, statutes, and regulations in force from time to time.

Authorised Users: those employees, agents or independent contractors of the Customer, who are authorised by the Customer to use the Services.

Confidential Information: any information relating to the business, affairs, or customers of either party, or the provision of Services, including but not limited to Service Data.

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

Customer Data: the data inputted by the Customer, Authorised Users, or the Supplier on the Customer’s behalf for the purpose of using or facilitating use of the Services.

Customer IPR: all IPR subsisting in or relating to materials provided by the Customer to Relative Insight for the purpose of providing the Service.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended or replaced from time to time.

Deliverables: any output of the Services to be provided by the Supplier to the Customer, including any reports or summary or other information.

Effective Date: 6th April 2021

Initial Subscription Term: as set out in the Order Form.

Intellectual Property Rights (IPR): all patents, rights to inventions, copyright and related rights, moral rights, trademarks 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, including algorithms, screens, interfaces, functionalities, computer code, 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.

Language Sets: data sets uploaded by the Customer for analysis.

Order Form: The document outlining the specifics of each Project, signed by both parties and incorporated as though fully reproduced herein.

Professional Services: the category of professional service support to be provided by Supplier chosen by the Customer and specified on the Order Form, namely: Self Serve; Collaborative; Managed Service; or Insight as a Service, as more particularly described on the Website.

Project/s: the projects the Customer creates to manage studies, and which contain the comparisons the Customer makes that are derived from the Language Sets.

Project Lifetime: means the eight (8) week period following the date of creation of a Project.

Service/s: language analysis and mapping service using Language Sets.

Service Data: the output of Customer Data processed, analysed, created or collated by Relative Insight in connection with the provision of the Service under the Agreement and which may be contained in the Deliverables.

Software: the online software applications provided by the Supplier as part of the Services.

Relative Insight IPR: all IPR subsisting in or relating to the Service and the IPR subsisting in Relative Insight’s language analysis software, including any modifications, improvements, and anything else that may be developed or created by Relative Insight from time to time, including anything created in the course of the provision of the Service.

Website: the Supplier website at relativeinsight.com/professional-services-support.

2. TERM AND TERMINATION

2.1 This Agreement shall commence on the date when the Order Form has been signed by all the parties and shall continue in accordance with the Initial Subscription Term and thereafter shall be automatically renewed for the same time period as set out in the Initial Subscription Term, unless terminated earlier in accordance with this Clause 2.

2.2 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:

(a) the other party commits a material breach of any term of

this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 5 days after being notified to do so;

- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (e) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

2.3 Without affecting any other right or remedy available to it, the Supplier may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Agreement within 7 days of the due date for payment.

2.4 The Customer may give notice that it does not wish to renew for further terms, provided it gives the Supplier at least one month's written notice prior to the end of each relevant term.

3. SUPPLIER'S RESPONSIBILITIES

3.1 The Supplier shall use reasonable endeavours to supply the Services, and deliver the Deliverables to the Customer, in accordance with this Agreement in all material respects.

3.2 The Supplier will provide the Professional Services with reasonable skill and care and substantially in accordance with the description provided on the Website. Professional Services are subject to the maximum number of support hours set out in relation to each different category of support as detailed on the Website. Any support hours beyond the limit specified will be subject to agreement by the Supplier and require payment of additional fees. The Supplier does not warrant that any information obtained by or for the Customer as a result of the Professional Services will meet the Customer's requirements or be fit for a particular purpose.

3.3 Any timescales or deadlines provided in relation to the Professional Services are estimates only and time is not of the essence in relation to the provision of Professional Services.

3.4 The Supplier will acknowledge any Customer technical support requests within one working day. The Supplier will review the request and, in Supplier's sole judgment and where relevant, will use commercially reasonable efforts to assist the Customer.

4. CUSTOMER'S OBLIGATIONS

4.1 The Customer shall co-operate with the Supplier in all matters relating to the Services, including providing necessary instructions, research criteria and support to enable Relative Insight to carry out its obligations under the Agreement, and provide to the Supplier in a timely manner all documents, information, items and materials in any form (whether owned by the Customer or third party) reasonably required by the Supplier in connection with the Services and ensure that they are accurate and complete in all material respects.

4.2 If the Supplier's performance of its obligations under this

Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, the Supplier shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.

4.3 In relation to the Authorised Users, the Customer undertakes that:

- (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of Users that the parties have agreed can be active from time to time; and
- (b) each Authorised User shall keep a secure password for his use of the Services and that password shall be kept confidential.

4.4 The Customer shall not access, store or distribute any viruses, Trojan horses, worms or any other thing which may impair or adversely affect the operation of the Services, or any material that is unlawful, defamatory, obscene, threatening, racist; facilitates illegal activity; depicts sexually explicit images; is discriminatory; or is otherwise illegal or causes damage or injury to any person or property. The supplier reserves the right without liability to disable the Customer's access in the event of any material breach of this clause.

4.5 The Customer shall not (unless otherwise allowed by law or the Agreement) attempt to copy, modify, duplicate, download, transmit or distribute any or part of the Software; attempt to reverse engineer, disassemble, or otherwise reduce to human-readable form any part of the Software; use the Services to provide Services to third party; or license, sell, or commercially exploit the Services to any third party except the Authorised Users.

5. FEES AND PAYMENT

5.1 In consideration of the provision of the Services and Professional Services by the Supplier, the Customer shall pay the fees for the Initial Subscription Term, in advance, as set out in the Order Form and within 30 days of an invoice being raised to a bank account nominated in writing by Relative Insight from time to time unless otherwise agreed by the parties.

5.2 If the Customer fails to pay the Supplier any amount due, Relative Insight may, in its sole discretion, charge interest at a rate equal to the overdraft rate charged by Relative Insight's commercial bank, or suspend all or part of the Services until payment has been made in full.

5.3 All sums payable are exclusive of VAT.

5.4 The Customer shall not be entitled to set-off any payment obligations under this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Relative Insight shall retain ownership of all IPR in the Deliverables, Service Data, Services, and all Relative Insight IPR;

6.2 The Supplier grants the Customer a fully paid-up, worldwide, non-exclusive, non-sublicensable, royalty-free licence to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables internally;

6.3 Relative Insight is and shall remain the sole owner of and has the exclusive right to exploit, use, reproduce, modify or adapt any and all parts of the Deliverables, Service and Service Data. The Customer agrees that, unless otherwise provided in the Agreement, it will not acquire and irrevocably disclaims any right, title, interest or license in the relevant Relative Insight IPR.

6.4 The Customer warrants that it owns and has the right to share all Customer IPR with Relative Insight, and that the use of Customer

IPR in providing the Services under the Agreement does not infringe the rights of third parties. The Customer shall retain ownership of all Customer IPR and grants Relative Insight a fully paid-up, non-exclusive, royalty-free license to copy and modify the Customer IPR for the term of this Agreement or to provide services to the Customer.

6.5 Notwithstanding anything to the contrary, Relative Insight shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, including, without limitation, information concerning Customer Data and data derived from Customer Data, and Relative Insight will be free to use at any time such data to improve and enhance the services, and disclose any data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

6.6 Relative Insight warrants that it has the right to provide the Service and has the right to use the Relative Insight IP.

6.7 The Customer shall indemnify Relative Insight in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs and all other reasonable professional costs and expenses suffered or incurred by Relative Insight arising out of or in connection with any claim brought against Relative Insight for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services and the Deliverables.

7. DATA PROTECTION

7.1 The Customer warrants that any Customer Data it provides to Supplier will not contain any personal data, as that phrase is defined in the Data Protection Legislation.

7.2 The Customer shall indemnify the Supplier in full for any breach of the warranty in Clause 7.1, and any associated data loss, corruption or breach.

8. CONFIDENTIALITY

8.1 Each party undertakes that it shall not at any time during this Agreement, and for a period of five years after termination of this Agreement, disclose to any person any confidential information concerning the business, affairs, customers, Customers or suppliers of the other party or of any member of the group of companies to which the other party belongs, including the Service Data except as otherwise permitted in the Agreement.

8.2 Each party may disclose the other party's confidential information to its employees, officers, or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement, provided anyone to whom it discloses confidential information is subject to similarly restrictive confidentiality provisions; or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

8.4 Notwithstanding the foregoing, Relative Insight shall be entitled to use the Customer's name and logo for purposes of marketing and promotions.

9. LIMITATION OF LIABILITY

9.1 Nothing in this Agreement limits any liability which cannot legally be limited, including death, personal injury, fraud or fraudulent misrepresentation.

9.2 Subject to Clause 9.1, Relative Insight shall not be liable to the Customer under the Agreement or in connection to the provision of the Service, including for any negligence, indirect, consequential or special damages, including loss of profits or savings, or anticipated profits or savings, loss of data, loss of opportunity loss or reputation, goodwill or business. Relative Insight's maximum total liability under the Agreement shall be limited to the total Fees paid to Relative Insight by the Customer.

9.3 Relative Insight shall not be in breach of the Agreement or liable for any failure or delay in performance under the Agreement if the failure or delay arises from any conduct of the Customer, or from any events outside its reasonable control, including without limitation, acts of God, flood, or other natural disaster; epidemic; terrorist attack, war, riots, armed conflict; nuclear, chemical or biological contamination; collapse of buildings, fire explosion or accident; or interruption or failure of utility service ("**Force Majeure**"). If a Force Majeure event prevents Relative Insight from properly performing under the Agreement, and the disruption continues for more than 30 days, either party may terminate the Agreement by providing 15 days' prior written notice.

10. FAIR USE POLICY AND PROJECT LIFETIME

10.1 The Customer agrees to abide by Relative Insight's fair use policy, which states that each Project has a maximum of five Language Sets uploaded each month. If the Customer exceeds this number, they will be in Overage, which is charged at a minimum of €600 (USD750) per month, which will allow the Customer an additional five Language Sets to upload into existing Projects or through a new Project. There is no limit on the number of additional Language Set uploads or Projects that can be purchased in any given month.

10.2 The Customer acknowledges and agrees that during the course of the Project Lifetime, the Customer has the right to make any changes to the relevant Project. Following the expiration of the Project Lifetime, such Project will be marked as 'complete' and may then only be accessed by the Customer on a read-only basis.

11. CONSEQUENCES OF TERMINATION

Termination or expiry of this Agreement 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 Agreement which existed at or before the date of termination or expiry.

12. THIRD PARTY PROVIDERS

The Customer acknowledges that the Services may enable or assist the Customer to access website content or correspondence from third parties via third party website, and it does so at its own risk. The Supplier makes no representation or warranty, and has no liability in relation to the content or use of any such third-party website, transactions completed, or contract entered into by the Customer with any such third party. The Supplier recommends the Customer refer to the third party's website terms and conditions and privacy policy prior to engaging with the third-party website. The Supplier does not endorse any third-party website or content made available via the Services.

13. GENERAL

13.1 The Agreement is personal to the parties and neither party shall assign or transfer the Agreement without the other party's prior written consent.

13.2 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). Notwithstanding the foregoing, we may revise these Terms from time to time to reflect changes to the law, new regulations or improvements or enhancements to our Services. Please check the Effective Date of the Terms when you agree to use our Services. Previous versions of the Terms are available [here](#). By continuing to use our Services after the updates to our Terms come into effect, you agree to be bound by the revised Terms.

13.3 If any part of the Agreement 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.

13.4 The 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.

13.5 Nothing in this Agreement is establishes or is deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

13.6 The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

13.7 This Agreement and any dispute or claim arising out it shall be governed by and construed in accordance with the law of England and Wales. 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 this Agreement or its subject matter or formation.

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