



TERMS AND CONDITIONS FOR SUBSCRIPTION TO ENGAGEIQ

These terms shall apply and be legally binding between EngageTech Ltd, a registered company, No. 7229376 with its principal place of business at 1st Floor, 24 Southwark Bridge Road, London SE1 9HF (the "Supplier") and "Named Person on completed form" (the "Customer"). (For the purposes of these terms, the Supplier and the Customer shall each be a "Party" and, together the "Parties".)

(In addition to the capitalised words above, other capitalised words used in these terms, are defined in other clauses and, in particular in Clause 20 and in the Schedule.)

1. Grant of Licence to Access and Use Service. The Supplier hereby grants to the Customer, including to all the Customer's Authorised Users, a non-exclusive, non-sublicensable, non-assignable, royalty-free, and worldwide licence to access the Supplier's market intelligence database and to make use of its content, for the Customer's internal business operations, according to these terms (the "Service").

2. Support.

2.1. The Service shall include the following Support:

(a) telephone/online helpdesk facility, during the Supplier's normal business hours (9am-5pm GMT, Mon-Friday). (Failure to provide such support will be treated at Fault Severity Level 1, for the purpose of service credits at paragraph 7);

(b) updates for security and bug fixes, as and when necessary;

(c) scheduled and unscheduled system maintenance; and

(d) planned review meetings between the Supplier and the Customer, either online or by telephone conference or in person

2.2. Support does not include new feature requests. These will be prioritised, costed and commissioned (by the Supplier) on a rolling basis

3. Service Levels

3.1. **Applicable Levels.** the Supplier shall make commercially reasonable efforts to provide System Availability of at least 98% during the subscription period.

3.2. System Availability

(a) **Definition.** "System Availability" means the percentage of time in the subscription period when the key components of the Service are operational.

(b) **Not Included in "System Availability."** "System Availability" will not include any downtime resulting from

(i) scheduled system maintenance,

(ii) events of Force Majeure

(iii) malicious attacks on the system,

(iv) issues associated with the Customer's computing devices, local area networks or internet service supplier connections, or

(v) the Supplier's inability to deliver services because of the Customer's acts or omissions.

3.3. Scheduled System Maintenance. the Supplier shall:

(a) provide the Customer with advance electronic notice of proposed system maintenance; and

(b) take the Service offline for the scheduled system maintenance (though the time taken by the scheduled system maintenance shall not count as System Availability).

4. Data Protection. To the extent that provision of the Service by the Supplier and/or use of the Service by the Customer involves Processing of Personal Data, the Parties shall comply with the provisions of the Schedule.

5. Statistical Information. the Supplier may anonymously compile statistical information related to the performance of the Service for purposes of improving the Service but only if such information does not identify the data as the Customer's or otherwise include personal data relating to any of the Customer's Authorised Users.

6. Mutual Warranties

6.1. Authority and Capacity. The Parties have the authority and capacity to enter into the agreement incorporating these terms.

6.2. Execution. The Parties have duly executed the agreement incorporating these terms.

6.3. Enforceability. The agreement incorporating these terms constitutes a legal, valid, and binding set of obligations, enforceable between the Parties according to these terms.

6.4. No Conflicts. Neither Party is under any restriction or obligation that the Party could reasonably expect might affect the Party's performance of its obligations under these terms.

6.5. No Breach. Neither Party's execution, delivery, or performance of its obligations under these terms will breach or result in a default under

(a) any relevant articles, shareholders agreement or membership agreement,

(b) any Law to which it is subject,

(c) any Order to which it is subject, or

(d) any agreement to which it is a Party or by which it is bound.

6.6. Permits, Consents, and Other Authorisations. Each Party holds all Permits and other authorisations necessary to

(a) own, lease, and operate its properties, and

(b) conduct its business as it is now carried on.

6.7. No Disputes or Proceedings. There are no Legal Proceedings pending, threatened, or foreseeable against either Party, which would affect that Party's ability to complete its obligations under these terms.

6.8. No Bankruptcy. Neither Party has taken or authorised any proceedings relating to that Party's bankruptcy, insolvency, liquidation, dissolution, or winding up.

6.9. Hardware Obligations. both Parties shall be responsible for

(a) obtaining and maintaining all computer hardware, software, and communications equipment needed by them in relation to the Service and needed for the purpose of running their own internal business operations, and

(b) paying all third party access charges incurred while supplying/using the Service.

7. the Supplier's Warranties

7.1. Ownership. The Supplier is the exclusive legal owner of the Service, including all Intellectual Property in the Service.

7.2. Status of Licensed Intellectual Property. The Supplier has properly registered and maintained all Intellectual Property included in the Service and paid all applicable maintenance and renewal fees.

7.3. No Conflicting Grant. The Supplier has not granted and is not obliged to grant any licence to a third party that would conflict with the Service.

7.4. No Infringement. The Service does not infringe the Intellectual Property rights or other proprietary rights of any third party.

7.5. No Third Party Infringement. To the Supplier's knowledge, no third party is infringing the Supplier's rights in the Service.

8. Customer Obligations

8.1. Anti-Virus Obligations. the Customer shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding against computer

infection, viruses, worms, trojan horses, and other code that manifest contaminating or destructive properties (collectively "Viruses").

8.2. the Customer's Use of Services. the Customer shall

- (a) use the Service solely in relation to its own sales and marketing activities and not for the sales and marketing activities of any third party or of any of the Customer's own customers or suppliers,
- (b) abide by all local and international Laws and regulations applicable to its use of the Service,
- (c) use the Service only for legal purposes, and
- (d) comply with all regulations, policies and procedures of networks by which it connects to the Service.

9. Restricted Uses. the Customer will not knowingly

- 9.1. upload or distribute any files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of the Service,
- 9.2. modify, disassemble, decompile or reverse engineer the Service,
- 9.3. probe, scan, test the vulnerability of, or circumvent any security mechanisms used by, the sites, servers, or networks connected to the Service,
- 9.4. take any action that imposes an unreasonably or disproportionately large load on the sites, servers, or networks connected to the Service,
- 9.5. copy or reproduce the Service,
- 9.6. maliciously reduce or impair the accessibility of the Service,
- 9.7. use the Service to post, promote, or transmit any unlawful, harassing, libelous, abusive, threatening, harmful, hateful material, or
- 9.8. transmit or post any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.
- 9.9. use the Service for any purpose which is likely to or which does bring the Supplier into disrepute.

10. Confidentiality Obligations.

10.1 Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under these terms. A Party's Confidential Information shall not be deemed to include information that:

- (a) is or becomes publicly known other than through any act or omission of the receiving Party;
- (b) was in the other Party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving Party, which independent development can be shown by written evidence.

10.2 Subject to paragraph 14.4, each Party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than the implementation of these terms.

10.3 Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of these terms.

10.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this paragraph 14.4, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

11. Proprietary Rights and Intellectual Property. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Service. Except as expressly stated herein, these terms do not grant the Customer any rights to, under or in any Intellectual Property or any other rights or licences in respect of the Service.

12. Term.

12.1 An agreement incorporating these terms shall come into effect on the date (the "Effective Date") when the Customer signs and returns the Supplier's Terms and Conditions Document, or agrees to these Terms through the EngageIQ platform or associated links.

12.2 On or as soon as practicable after the Effective Date, the Supplier shall begin the set-up process to provide the Customer with access to its market intelligence database.

12.3 Unless terminated earlier in accordance with Clause 12.4 of these terms (Early Termination) or Paragraph 2 of the Schedule, the agreement referred to in Clause 16.1 above shall endure for the period outlined by the Supplier ("Trial Period") in writing on point 12.5.

12.4 Either party may end the Trial Period agreement at any time.

12.5 The Trial Period lasts for 1 month from sign off, at the end of this month all obligations for each party are released.

13. Effect of Termination

13.1. Discontinuance of Use. the Customer shall cease all use of the Service upon the effective date of the termination.

14. Exclusions and Limitation on Liability

14.1. Exclusions. Except as expressly and specifically provided in these terms:

(a) the Customer assumes sole responsibility for the results and consequences of its use of the Service and for the conclusions it draws from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Service or for any damage caused by actions taken at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from these terms; and

(c) the Service is provided to the Customer on an "as is" basis.

14.2. Not Excluded. Nothing in these terms excludes the liability of the Supplier:

(a) for death or personal injury caused by the Supplier's negligence; or

(b) for fraud or fraudulent misrepresentation.

14.3. Mutual Limit on Liability. Neither Party will be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under these terms.

15. Definitions

"Authorised Users" means the Persons identified by the Customer to the Supplier from time to time and authorised by the Customer to use the Service.

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

"Confidential Information" means:

- (a) information that is proprietary or confidential to either Party and is clearly labelled as such; and
- (b) details of the Service, and the results of any performance tests of the Service, which is the Supplier's Confidential Information.

"Data" means any and all of the data on the Supplier's Engage IQ market intelligence database to which the Customer has access via the Service.

"Effective Date" is defined in Clause 12 - Term.

"Emergency" means a situation:

- which has not been resolved despite following the Supplier's published guidelines, and
- which is important for the Authorised User's work for or with the Customer; and
- which cannot wait to be resolved via the Supplier's 9am - 5pm helpdesk.

"Force Majeure" means any event and circumstance beyond a Party's reasonable control, including but not limited to an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror,

strike or other labour problem (excepting one involving the relevant Party's employees), internet service provider failure or delay, a failure caused by an application which is not the responsibility of the relevant Party or a denial of service attack.

"Governmental Authority" means

- (a) any national, local, or foreign government, and any political subdivision of any of them,
- (b) any agency of any such government or political subdivision,
- (c) any self-regulated organisation or other non-governmental regulatory authority or quasi-governmental authority (to the extent that its rules, regulations or orders have the force of law), and
- (d) any arbitrator, court or tribunal of competent jurisdiction.

"Intellectual Property" means any and all of the following in any jurisdiction throughout the world

- (a) trademarks and service marks, including all applications and registrations, and the goodwill connected with the use of and symbolized by the foregoing,
- (b) copyrights, including all applications and registrations related to the foregoing,
- (c) trade secrets and confidential know-how,
- (d) patents and patent applications,
- (e) websites and internet domain name registrations, and
- (f) other intellectual property and related proprietary rights, interests and protections (including all rights to sue and recover and retain damages, costs and attorneys' fees for past, present, and future infringement, and any other rights relating to any of the foregoing).

"Law" means

- (a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and
- (b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

"Legal Proceeding" means any claim, investigation, hearing, legal action, or other legal, administrative, arbitral, or similar proceeding, whether civil or criminal (including any appeal or review of any of the foregoing).

"Order" means any decision, order, judgment, award, or similar order of any court of competent jurisdiction, arbitration panel, or Governmental Authority with jurisdiction over the subject matter, whether preliminary or final.

"Permits" means all material licences, franchises, permits, certificates, approvals, and authorisations, from Governmental Authorities necessary for the ownership and operation of the Party's business.

"Person" includes

(a) any corporation, company, limited liability company, partnership, Governmental Authority, joint venture, fund, trust, association, syndicate, organisation, or other entity or group of persons, whether incorporated or not, and

(b) any individual.

16. Miscellaneous Provisions

16.1. **Entire Agreement.** The Parties intend that these terms, together with the relevant quotation/order confirmation and all attachments, schedules, exhibits, and other documents that both are referenced in these terms and that refer to these terms,

(a) represent the final expression of the Parties' intent relating to the subject matter of these terms,

(b) contain all the terms the Parties have agreed to relating to the subject matter, and

(c) replace all of the Parties' previous discussions, understandings, and agreements relating to the subject matter of these terms.

16.2. **Assignment.** Neither Party may assign the agreement incorporating these terms or any of their rights or obligations under the agreement incorporating these terms without the other Party's written consent.

16.3. Notices

(a) **Method of Notice.** The Parties shall give all notices and communications between the Parties in writing by (i) personal delivery, (ii) a nationally-recognised, next-day courier service, (iii) first-class registered or certified postage or (iv) electronic mail to the Party's address specified in the quotation/order confirmation referred to at Clause 16 or to the address that a Party has notified to be that Party's address for the purposes of this section.

(b) **Receipt of Notice.** A notice given under these terms will be effective on

(i) the other Party's receipt of it, or

(ii) if posted, the earlier of the other Party's receipt of it and the second Business Day after posting it.

16.4. **Governing Law.** These terms shall be governed, construed, and enforced in accordance with the law of England and Wales.

16.5 **Jurisdiction.** Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these terms

or their subject matter or the formation of the agreement incorporating these terms (including non-contractual disputes or claims).

16.6. **Severability.** If any part of these terms is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

16.7. **Waiver**

(a) **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the Party granting it.

(b) **No General Waivers.** A Party's failure or neglect to enforce any of its rights under these terms will not be deemed to be a waiver of that or any other of its rights.

(c) **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.

16.8. **Force Majeure.** Neither Party will be liable for performance delays nor for non-performance due to causes beyond its reasonable control, except for payment obligations.

Name:

Signature:

Job Title:

Date:

SCHEDULE: DATA PROTECTION

Definitions for this Schedule

“Agreed Purposes”: direct marketing by the Customer and by other Permitted Recipients on the Customer’s behalf.

“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Processing” and “Appropriate Technical and Organisational Measures”: as set out in the UK Data Protection Legislation in force from time to time.

“Data Discloser”: the Supplier.

“UK Data Protection Legislation”: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679)(GDPR); 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.

“Data Protection Legislation”: the UK Data Protection Legislation and any other European Union legislation relating to personal data 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); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party.

“Permitted Recipients”: the Customer and its Authorised Users.

“Shared Personal Data”: the personal data to be shared between the parties under Paragraph 1 of this Schedule. Shared Personal Data shall be confined to the following categories of information relevant to employees and representatives of private sector companies and public sector bodies:

- a) Contact Data: full name, corporate email address, workplace address, workplace phone numbers.
- b) Research Data: Written records and notes of conversations and communications between data subjects and the Supplier. Publicly- available information such as that found on websites such as LinkedIn or corporate domains.
- c) Records of Correspondence: records of emails/mail between data subjects and the Supplier.
- d) Analytics Data: IP addresses or other device identifiers, technical log information, cookies, and information about how data subjects use the Supplier’s website and other websites.

Data Protection Provisions

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 paragraph as the **Data Discloser**) will regularly disclose Shared Personal Data to the other Party for the Agreed Purposes.

2. **Effect of non-compliance with UK Data Protection Legislation.** Each Party shall comply with all the obligations imposed on a Controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one Party shall, if not remedied within 20 Business Days of written notice from the other Party, give grounds to the other Party to terminate the agreement incorporating these terms with immediate effect.
3. **Particular obligations relating to data sharing.** Each Party shall:
 - (a) ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - (b) give full information, via a privacy notice or otherwise, to any Data Subject whose Personal Data may be Processed under these terms of the nature of such processing. This includes giving notice that, on the termination of the agreement incorporating these terms, 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 Purposes;
 - (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 these terms;
 - (f) ensure that it has in place Appropriate Technical and Organisational Measures, reviewed and approved by the other Party if required, 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 EEA unless the transferor:
 - (i) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint Controller); and
 - (ii) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.
4. **Mutual assistance.** Each Party shall assist the other in complying with all applicable requirements of the UK 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 access request;
- (c) provide the other Party with reasonable assistance in complying with any Data Subject access request;
- (d) not disclose or release any Shared Personal Data in response to a Data Subject access 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 UK Data Protection Legislation with respect to security, Personal Data Breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the other Party without undue delay on becoming aware of any breach of the UK 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 the agreement incorporating these terms unless required by law to store the 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 4; 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 UK 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 UK Data Protection Legislation.

5. **Indemnity.** Each Party shall indemnify the other 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 the indemnified Party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives to the indemnifier 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. The liability of the indemnifying Party under this paragraph shall be subject to the limits set out in Clause 19.4