

SOFTWARE SERVICE AGREEMENT TERM SHEET

Platform Subscription

Intelligence Fusion: Intelligence Fusion Limited incorporated and registered in England and Wales with company number 09256653 whose registered office is at Aykley Heads Business Centre, Aykley Heads, Durham, Co. Durham, United Kingdom, DH1 5TS

Customer: [COMPANY NAME] whose registered office is at [PLEASE COMPLETE]

Initial Term: 12 months

Before signing, you are advised to read this Agreement (including the Standard Terms and Proposal) carefully. By signing this Agreement you agree to be bound by the terms and conditions of this Agreement, including the Standard Terms (irrespective of whether you have actually read them). If you do not formally indicate your acceptance of the Agreement and Proposal but use the Software and/or the Service after receiving this Agreement, then your use of the Software and/or the Service shall be deemed to be acceptance of this Agreement from the date you first use the Software and/or Service.

In particular, your attention is drawn to following Clauses of the Standard Terms: Clause 7 (Customer Data), Clause 8 (Data protection), Clause 9 (Fees and reporting information), Clause 12 (Warranties and indemnity), Clause 14 (Limitation of liability), Clause 15 (Disclaimer), Clause 16 (Term and termination) including, specifically, Clause 16.1 (in relation to continuation of this Agreement after the Initial Term), and Clause 21 (Entire agreement).

SOFTWARE SERVICE AGREEMENT STANDARD TERMS

Platform Subscription

1. Background

- 1.1. Intelligence Fusion has developed certain software applications and platforms which it makes available to subscribers via the internet on for the purpose of online intelligence, security and risk analysis.
- 1.2. The Customer wishes to use the Service in its business operations.
- 1.3. Intelligence Fusion has agreed to provide and the Customer has agreed to take and pay for Services on the terms of this Agreement.

2. Interpretation

- 2.1. This Agreement is made between Intelligence Fusion and the Customer on the earlier of:
 - 2.1.1. the date on which the Proposal was signed by both Parties; or
 - 2.1.2. the date on which Intelligence Fusion commence the supply of the Services,
("Commencement Date").
- 2.2. For the avoidance of doubt, where Agreement has not been signed by either (or both) of the Customer or Intelligence Fusion, these Standard Terms will nevertheless apply to the Agreement provided that the Customer has had prior notice of them (regardless of whether the Customer has indicated its acceptance in writing). By instructing Intelligence Fusion to supply the Services and/or by paying any charge(s) or invoice(s) of Intelligence Fusion, whether set out in the Term Sheet or otherwise, the Customer indicates its acceptance of the Standard Terms.
- 2.3. In the event of any conflict between the provisions of the Term Sheet and these Standard Terms, the provisions of the Term Sheet shall take precedence.
- 2.4. In this Agreement, unless the context otherwise requires, the words in Schedule 1 (Part I) shall have the meanings attributed to them in that Schedule. Schedule 1 (Part II) sets out additional interpretations which apply to this Agreement.

3. Licence of the Software

- 3.1. Intelligence Fusion shall use reasonable endeavours to undertake such development work as may be required to configure the Software to make available the Service to Customer.
- 3.2. Subject to payment by the Customer of the Fees, the restrictions set out in this Clause 3 and the other terms and conditions of this Agreement, Intelligence Fusion hereby grants to Customer a non-exclusive, royalty-free licence for the Term to:
 - 3.2.1. use the Software in accordance with this Agreement;
 - 3.2.2. make available the Service to Authorised Users in accordance with this Agreement; and
 - 3.2.3. where agreed in writing, use Intelligence Fusion Materials in connection with the integration of the Software into the Customer Systems and such other purposes as may be necessary for the performance of this Agreement.
- 3.3. Customer shall provide such data and information to Intelligence Fusion as may be necessary for the purposes of the configuration of the Software in respect of the Service and the integration of the Software with the Customer Systems.
- 3.4. The rights provided under this Clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3.5. Customer hereby grants to Intelligence Fusion a non-exclusive, royalty-free licence for the Term to use the data and information described in Clause 3.3 in connection with the configuration of the Software and such other purposes as may be envisaged under this Agreement.

4. **Acceptance and Launch**

4.1. Prior to launch of the Service, Intelligence Fusion shall undertake such acceptance tests in relation to the Software and the Service as it deems fit, and as may be reasonably required by Customer. The acceptance criteria for such tests shall be objective. Customer shall promptly provide such assistance as Intelligence Fusion may reasonably require in order to complete such acceptance tests. In the event that any acceptance tests are not successfully completed, Intelligence Fusion shall be given the opportunity to retest such elements which were not successfully completed and/or (with the consent of Customer, not to be unreasonably withheld or delayed) to modify the acceptance tests or acceptance criteria. Intelligence Fusion shall notify Customer in writing once all acceptance tests have been successfully completed and that the Service is available for use.

5. **Operation of the Service**

5.1. Customer shall:

- 5.1.1. provide Intelligence Fusion with all necessary co-operation in relation to this Agreement (including all necessary access to such information as it may require) in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;
- 5.1.2. comply with all Applicable Laws with respect to its activities under this Agreement;
- 5.1.3. take all necessary steps to ensure that the EULA is binding upon Authorised Users and is not overridden or negated. Customer shall provide Intelligence Fusion on demand with details of how this is being done and shall take such further steps as Intelligence Fusion may require to ensure that it is done. Intelligence Fusion shall have no liability of any kind whatsoever to Customer or any third party for any failure to ensure that any Authorised User is notified of and bound by the EULA (including any amendments to the same);
- 5.1.4. carry out all its other responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in Customer's provision of such assistance as agreed by the Parties, Intelligence Fusion may adjust any agreed timetable as reasonably necessary;
- 5.1.5. obtain and shall maintain all necessary licences, consents, and permissions necessary for Intelligence Fusion, its contractors and agents to perform their obligations under this Agreement;
- 5.1.6. ensure that the Customer Systems comply with the relevant specifications provided by Intelligence Fusion from time to time;
- 5.1.7. use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Intelligence Fusion; and
- 5.1.8. be solely responsible for procuring and maintaining its network connections and telecommunications links from Customer Systems to Intelligence Fusion's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to Customer's network connections or telecommunications links or caused by the internet.

5.2. Customer shall not:

- 5.2.1. do (or omit to do) anything which may put any member of the Intelligence Fusion Group in breach of Applicable Laws; or
- 5.2.2. access, store, distribute or transmit any Viruses or any Prohibited Content and Intelligence Fusion reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this Clause; or
- 5.2.3. except as may be allowed by any Applicable Law which is incapable of exclusion by agreement between the Parties:
 - 5.2.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the

Software and/or Documentation (as applicable) in any form or media or by any means; or

- 5.2.3.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
- 5.2.4. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
- 5.2.5. use the Services and/or Documentation to provide services to third parties; or
- 5.2.6. subject to Clause 22.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users; or
- 5.2.7. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this Clause 5.

6. **Support Services**

- 6.1. Intelligence Fusion shall use commercially reasonable endeavours to make the Software available in accordance with the Service Levels.
- 6.2. In the event that a technical issue arises with the Service which Customer is unable to resolve, Customer's technical team may contact a member of Intelligence Fusion's operations team by the methods set out at Schedule 3 or such other methods as may be notified by Intelligence Fusion to Customer from time to time for such purposes, and Intelligence Fusion shall use reasonable endeavours to resolve such issue.

7. **Customer Data**

- 7.1. Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
- 7.2. Intelligence Fusion shall take all necessary steps to ensure that Customer Data which comes into its possession or control in the course of providing the Service is protected in accordance with confidentiality and security obligations under this Agreement and in particular Intelligence Fusion shall not:
 - 7.2.1. use Customer Data nor reproduce Customer Data in whole or in part in any form except as may be required by this Agreement;
 - 7.2.2. disclose Customer Data to any third party or persons not authorised by Customer to receive it, except with the prior written consent of Customer.
- 7.3. Intelligence Fusion shall use reasonable endeavours to have in place and comply with security policies and standards which comply:
 - 7.3.1. to the policies and standards that Intelligence Fusion applies to its own information and documentation;
 - 7.3.2. to a policy which would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, which provides services and supplies which are similar to the Service.
- 7.4. Intelligence Fusion shall (or shall procure a third-party contractor to) develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process. The back-up schedule shall include at least weekly full back-ups and daily incremental back-ups. In the event of any loss or damage to Customer Data, Customer's sole and exclusive remedy shall be for Intelligence Fusion to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Intelligence Fusion in accordance with the archiving procedure described above. Intelligence Fusion shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Intelligence Fusion to perform services related to Customer Data maintenance and back-up).

7.5. It is agreed between the Parties that the Software will store details of Customer's usage of the Service and various other data which Customer inputs, including Customer Data. It is agreed between the Parties that Intelligence Fusion may store the results of Customer's usage of the Service and such other data as which Customer inputs, including Customer Data, and use the same to improve the Software, the Service and the different products and services which Intelligence Fusion offer to their customers. In addition, it is agreed between the Parties that Intelligence Fusion may use the same for the purposes of research and provision of aggregated statistical data and reports for the benefit of their customers.

8. **Data protection**

- 8.1. In this Clause, "**Data Controller**", "**Data Processor**", "**Data Subject**", "**Personal Data**" and "**processing**" have the meanings ascribed to them in the Data Protection Legislation.
- 8.2. Each Party warrants to the other that it will process Personal Data in compliance with the Data Protection Legislation.
- 8.3. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and Intelligence Fusion is the Data Processor in respect of Personal Data of the Customer Data from the point when such data is transferred by the Customer to Intelligence Fusion.
- 8.4. The Customer warrants to Intelligence Fusion that it has the legal right to disclose all Personal Data that it does in fact disclose to Intelligence Fusion under or in connection with this Agreement, and that the processing of that Personal Data by Intelligence Fusion for the purposes of providing the Services will not breach any Data Protection Legislation.
- 8.5. If, notwithstanding the intentions of the Parties set out at Clause 8.3, Intelligence Fusion processes Personal Data as a Data Controller, it shall comply with the provisions of the Data Protection Legislation imposed on a Data Controller.
- 8.6. The Customer shall ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Intelligence Fusion for the duration and purposes of this Agreement.
- 8.7. Intelligence Fusion shall, in relation to any Personal Data processed in connection with the performance by Intelligence Fusion of its obligations under this Agreement:
- 8.7.1. process that Personal Data only for the purposes of this Agreement and in accordance with the lawful, reasonable and documented instructions of the Customer unless Intelligence Fusion is required by the laws of any member of the European Union or by the laws of the European Union applicable to Intelligence Fusion to process Personal Data in which case Intelligence Fusion shall, to the extent permitted by such law, inform the Customer of that legal requirement before processing that Personal Data;
 - 8.7.2. having regard to the state of technological development and the cost of implementing any measures, ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it); ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential);
 - 8.7.3. ensure that it will not transfer Personal Data provided to it by the Customer outside of the EEA unless such transfer is undertaken in accordance with applicable Data Protection Legislation;
 - 8.7.4. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

- 8.7.5. notify the Customer without undue delay on becoming aware of a Personal Data breach; and
- 8.7.6. maintain complete and accurate records and information to demonstrate its compliance with Clauses 8.2 to 8.7.

8.8. In relation to Sub-processors:

- 8.8.1. Customer acknowledges and hereby authorises Intelligence Fusion to engage in connection with the performance of the Agreement those Sub-processors set out in Schedule 4 (“**Approved Sub-processors**”) to this Agreement, which includes the identities of those Sub-processors and their country of location;
- 8.8.2. Intelligence Fusion may amend and update the Approved Sub-processors list by providing written notice to the Customer of any proposed new Sub-processor. Customer may notify Intelligence Fusion promptly in writing within ten (10) Business Days after receipt of Intelligence Fusion’s notice if Customer has a reasonable basis for objecting to a new Sub-processor. Intelligence Fusion shall not appoint (or disclose any Personal Data to) that proposed Sub-processor until reasonable steps have been taken to address the objections raised by the Customer and the Customer has been provided with a reasonable written explanation of the steps taken;
- 8.8.3. prior to giving any Sub-processor access to Personal Data, the Intelligence Fusion shall ensure that such Sub-processor has entered into a written agreement with Intelligence Fusion including terms in the contract between Intelligence Fusion and the Sub-processor which are substantially the same as those set out in this Clause 8 and the requirements of article 28(3) of the GDPR; and Intelligence Fusion shall remain fully liable to the Customer for any failure by a Sub-processor to fulfil its obligations in relation to the processing of any Personal Data under the Agreement; and
- 8.8.4. to the extent that such sub-processing does not occur in the EEA, or in circumstances or a country that is the subject of a valid adequacy decision by the European Commission (“**Restricted Country**”), Intelligence Fusion may only authorise a Sub-processor to process the Personal Data in a Restricted Country if, the Standard Contractual Clauses are at all relevant times incorporated into the agreement between on the one hand and on the other hand the Sub-processor, or if requested by the Customer and required by Data Protection Legislation, procure that the Customer shall enter into (or procure that any relevant third party enters into) a Data Controller to Data Processor data transfer agreement, incorporating Standard Contractual Clauses.

- 8.9. The Customer acknowledges that Intelligence Fusion is reliant on Customer as Data Controller for direction as to the extent to which Intelligence Fusion is entitled to use and process the personal data. Consequently, Intelligence Fusion will not be liable for any unauthorised or non-compliant loss, access or other processing of Personal Data or any claim brought by a Data Subject arising from any action or omission by Intelligence Fusion, to the extent that such action or omission resulted directly from the Customer’s instructions or the Customer’s failure to provide instructions. Customer shall indemnify and hold Intelligence Fusion harmless against all Losses that Intelligence Fusion suffers of incurs as a result of the Customer’s instructions or the Customer’s failure to provide instructions (whether as a result of a claim by a data subject or otherwise).

9. **Fees and reporting information**

- 9.1. Customer shall pay the Fees in accordance with Schedule 2.
- 9.2. All amounts payable to Intelligence Fusion under this Agreement shall be payable in Pounds Sterling. All amounts payable by the Customer under this Agreement shall be exclusive of any applicable value added tax or other similar tax on sale or supply, which shall be paid in addition by Customer at the prevailing rate on receipt of a valid VAT invoice.
- 9.3. If any sum payable under this Agreement is not paid within 30 days after the due date then (without prejudice to Intelligence Fusion’s other rights and remedies) Intelligence Fusion reserves the right to charge interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment) at a rate per annum of four per cent (4%) per annum above the base rate of HSBC Bank plc from time to time in force, compounded monthly.

- 9.4. All amounts due under this agreement from Customer to Intelligence Fusion shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.5. From the Commencement Date until the end of the Term, Customer shall make available to Intelligence Fusion on a daily basis, such relevant information as Intelligence Fusion shall reasonably require to establish the name and password of each Authorised User, their usage of the Software ("**the Reporting Information**").
- 9.6. Customer shall maintain and retain throughout the Term and for a period of six (6) years thereafter records of the Reporting Information (the "**Reporting Records**").
- 9.7. For the purpose of confirming the accuracy of the Reporting Information and any amounts due to Intelligence Fusion under this Agreement, and the compliance of Customer with Clause 9.4, Intelligence Fusion will have the right at its own cost (save as set out in Clause 9.8) to appoint a chartered accountant to audit and/or take copies of the Reporting Records, provided that: (a) it gives to Customer seven (7) days' prior written notice of any such audit and (b) any such audit is conducted during reasonable hours of the day.
- 9.8. In the event that any such audit reveals that any password has been provided to any individual who is not an Authorised User, then without prejudice to Intelligence Fusion's other rights, the Customer shall promptly disable such passwords and Intelligence Fusion shall not issue any new passwords to any such individual.

10. **Intellectual Property Rights**

- 10.1. All right, title and interest in or to the Intellectual Property Rights in Intelligence Fusion Materials (including any development, update, improvement, addition, patch or fix to the same) are and shall (as between the Parties) remain the exclusive property of Intelligence Fusion and Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights, other than as set out in Clause 3.2.
- 10.2. All right, title and interest in or to the Intellectual Property Rights in the Customer Materials (including any development, update, improvement, addition, patch or fix to the same) are and shall (as between the Parties) remain the exclusive property of Customer and Intelligence Fusion shall not acquire any right, title or interest in or to such Intellectual Property Rights, other than as set out in Clauses 3.5.
- 10.3. Any goodwill derived from the use by Customer of Intelligence Fusion Materials shall accrue to Intelligence Fusion. Intelligence Fusion may at any time call for a confirmatory assignment of that goodwill and Customer shall immediately execute it.
- 10.4. Any goodwill derived from the use by Intelligence Fusion of the Customer Materials shall accrue to Customer. Customer may at any time call for a confirmatory assignment of that goodwill and Intelligence Fusion shall immediately execute it.

11. **Confidentiality**

- 11.1. Each Party may be given access to Confidential Information from the other Party in order to perform its obligations under this Agreement. A Party's Confidential Information shall not be deemed to include information that:
- 11.1.1. is or becomes publicly known other than through any act or omission of the receiving Party;
 - 11.1.2. was in the other Party's lawful possession before the disclosure;
 - 11.1.3. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;
 - 11.1.4. is independently developed by the receiving Party, which independent development can be shown by written evidence; or
 - 11.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any Regulatory Authority.
- 11.2. Each Party shall hold the other's Confidential Information in confidence and, unless required by law, 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 this Agreement.
- 11.3. 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 the terms of this Agreement.

- 11.4. Neither Party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
 - 11.5. For the purpose of this Clause 11 and without prejudice to the definition of “Confidential Information” set out in Schedule 1 (Part I) Confidential Information belonging to Intelligence Fusion shall include any output of the Service.
 - 11.6. This Clause 11 shall survive termination of this Agreement, however arising.
- 12. Warranties and indemnity**
- 12.1. Customer hereby warrants, represents and undertakes to Intelligence Fusion that:
 - 12.1.1. this Agreement is validly executed by its duly authorised representative;
 - 12.1.2. it has, and shall maintain throughout the Term, the full capacity and authority and all necessary regulatory licences and approvals to enter into and perform its obligations contained in this Agreement;
 - 12.1.3. neither it nor any of its employees or associated parties will attempt to or permit any third party to reverse engineer, decompile, monitor or in any way replicate the coding, software or functionality of the Software or any of the other Intelligence Fusion Materials;
 - 12.1.4. the Customer Materials shall not contain Prohibited Content; and
 - 12.1.5. it will comply with all Applicable Laws.
 - 12.2. Intelligence Fusion hereby warrants, represents and undertakes to Customer that:
 - 12.2.1. this Agreement is duly authorised and validly executed by its authorised representative;
 - 12.2.2. it shall comply with all Applicable Laws in relation to its performance of this Agreement;
 - 12.2.3. neither it nor any of its employees or associated parties will attempt to or permit any third party to reverse engineer, decompile, monitor or in any way replicate the coding, software or functionality of any Customer Materials.
 - 12.3. Subject only to Clause 6.1, Customer acknowledges and agrees that:
 - 12.3.1. Intelligence Fusion does not warrant that Customer’s use of the Service will be uninterrupted or error-free; or that the Service and/or the information obtained by Customer through the Service will meet the requirements of the Customer and/or its Customers;
 - 12.3.2. Intelligence Fusion is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the Service may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and
 - 12.3.3. except as expressly and specifically provided in Clause 6.1, the software and services provided by Intelligence Fusion under or in connection with this Agreement (including the Software and the Service) are provided “as is” and as available. Intelligence Fusion excludes, and Customer waives, any and all warranties, representations, terms and conditions (to the extent that they may lawfully be so excluded) implied by law or by custom or trade practice in respect of the provision of such services.
 - 12.4. Customer shall defend, indemnify and hold harmless Intelligence Fusion against any Losses suffered by Intelligence Fusion arising out of or in connection with:
 - 12.4.1. Customer’s use of the Service;
 - 12.4.2. any breach by Customer of the provisions of Clauses 5, , 7.1, 8, 11, 12.1 or 15; and
 - 12.4.3. any third party claim that the provision or use of the Customer Materials pursuant to this Agreement and the performance of Customer’s other obligations infringe that third party’s Intellectual Property Rights, provided that Intelligence Fusion:
 - 12.4.3.1. promptly notifies Customer of any such claim;

- 12.4.3.2. allows Customer sole conduct of the defence and/or financial settlement of such claim; and
- 12.4.3.3. lends Customer reasonable assistance in the defence of such claim at Customer's reasonable cost.

13. **Announcements**

- 13.1. Subject to Clause 13.2 and the provisions of any Applicable Law, no announcement concerning the existence or subject-matter of this Agreement shall be made by either Party before or after the date of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.
- 13.2. If either Party is required by a stock exchange or Relevant Authority to make any announcement regarding any of the transactions provided for in this Agreement, that Party shall use all reasonable endeavours to first consult the other Party as to the contents of the announcement if consultation is reasonably practicable.

14. **Limitation of liability**

- 14.1. The Customer agrees and acknowledges that the level of the Fees takes fully into account the limits of Intelligence Fusion's entire financial liability (set out below) for the Services (as applicable) supplied or to be supplied to the Customer, the Customer's use of them, and for anything else in connection with the Agreement.
- 14.2. Nothing in this Agreement shall limit or exclude the liability of either Party to the other in respect of:
 - 14.2.1. death or personal injury caused by negligence;
 - 14.2.2. fraud;
 - 14.2.3. any other liability which cannot by law be limited or excluded;
 - 14.2.4. the indemnities in Clauses 8.9, and 12.4.
- 14.3. Subject to Clause 14.2, neither Party shall be liable to the other for any of the following types of loss or damage, even if the Party has been advised of the possibility of such loss or damage:
 - 14.3.1. indirect or consequential losses;
 - 14.3.2. loss of goodwill or reputation;
 - 14.3.3. loss of profits, revenue, contracts or anticipated savings; or
 - 14.3.4. loss or damage arising from loss, damage or corruption of data.
- 14.4. Subject to Clause 14.2, each Party's total aggregate liability to the other arising out of or in respect of this Agreement shall not exceed:
 - 14.4.1. in respect of any liability for Service Levels; and
 - 14.4.2. in respect of any other liability, a sum equal to the Licence Fees which Intelligence Fusion is entitled to receive under this Agreement in respect of the period of twelve (12) months prior to the first event giving rise to the claim (or if the event giving rise to the loss occurs during the first twelve (12) months of the Contract, the amount paid by the Customer for the Services during that period).

15. **Disclaimer**

Notwithstanding the obligations of Intelligence Fusion in relation to this Agreement, Customer shall retain responsibility and accountability for:

- 15.1.1. the management, conduct and operation of its business and affairs;
- 15.1.2. deciding Customer's use of, choosing to what extent Customer wishes to rely on, or implement advice or recommendations of the Service;
- 15.1.3. making any decision relating to the Service or any product of the Service;
- 15.1.4. the delivery, achievement or realization of any benefits directly or indirectly related to the Service,

and Customer agrees to indemnify and hold Intelligence Fusion and the Intelligence Fusion Group and (as applicable) the affiliates, officers, directors, agents, and employees of Intelligence Fusion and the Intelligence Fusion Group, harmless from Losses arising as a result of the responsibilities outlined in this Clause 15.

16. Term and termination

- 16.1. This Agreement shall, unless otherwise terminated as provided in this Clause 16, commence on the Commencement Date and shall continue for the Initial Term and, thereafter, this Agreement shall be automatically renewed for successive periods of 12 months (each a “**Renewal Period**”), unless:
- 16.1.1. either Party notifies the other Party of termination, in writing, at least ninety (90) days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period; or
 - 16.1.2. otherwise terminated in accordance with the provisions of this Agreement, and the Initial Term together with any subsequent Renewal Periods shall constitute the term of this Agreement (“**Term**”).
- 16.2. Either Party (the “**Non-Defaulting Party**”) may terminate this Agreement immediately on written notice to the other Party (the “**Defaulting Party**”) in the event that:
- 16.2.1. the Defaulting Party commits a material or persistent breach of its obligations under this Agreement and, in the case of remediable breach(es), fails to remedy such breach(es) within thirty (30) days of notice from the Non-Defaulting Party specifying such breach(es) provided that the Parties agree that the Customer shall have no right of termination under this Clause 16.2.1 in respect of any default which relates to apply to a failure to meet any Service Level;
 - 16.2.2. the Defaulting Party suffers an Insolvency Event; or
 - 16.2.3. the Defaulting Party ceases or threatens to cease to carry on business.
- 16.3. Intelligence Fusion may terminate this Agreement in whole or in part, immediately on written notice to Customer:
- 16.3.1. notwithstanding Clause 16.2.1, the Customer fails to pay any monies due hereunder, which are not the subject of a valid dispute, within seven (7) Business Days of notice from Intelligence Fusion of such failure to pay by the due date for payment;
 - 16.3.2. if Customer breaches Clauses 5, 7, 8, 11, 12.1 or 15; or
 - 16.3.3. in the event of a change in the ownership and/or control of Customer or the Customer Group, unless such change is in relation to a solvent reorganisation and has been notified in writing to Intelligence Fusion in advance, or Intelligence Fusion has consented thereto in writing in advance (such consent not to be unreasonably withheld or delayed).
- 16.4. The Customer may terminate this Agreement immediately on written notice to Intelligence Fusion if a Service Level Termination Event occurs and Intelligence Fusion fails to remedy the cause of the Service Level Termination Event within thirty (30) days of notice from the Customer specifying that a Service Level Termination Event has occurred.
- 16.5. Either Party shall be entitled to terminate this Agreement in accordance with Clause 18.
- 16.6. Intelligence Fusion may suspend the operation of this Agreement in whole or in part, immediately on written notice to Customer in the event that Intelligence Fusion is entitled to terminate this Agreement under the provisions of this Clause 16.
- 16.7. On termination of this Agreement for any reason:
- 16.7.1. all licences granted under this Agreement shall immediately terminate;
 - 16.7.2. within fourteen (14) days of termination of the Agreement, each Party will return all Confidential Information of the other Party in its possessions and will not make or retain any copies of such Confidential Information except as required by Applicable Law or to comply with any applicable legal or accounting record-keeping requirement;

- 16.7.3. the Customer shall immediately pay to Intelligence Fusion all of Intelligence Fusion's outstanding unpaid invoices (together with any accrued interest if such invoices are outside their payment terms) and, in respect of Services supplied but for which no invoice has been submitted, Intelligence Fusion may submit an invoice, which shall be payable immediately on receipt of invoice (without prejudice to any other rights and remedies of Intelligence Fusion);
- 16.7.4. Intelligence Fusion shall cease Processing the Personal Data within 90 days upon the termination or expiry of the Agreement and as soon as possible thereafter at the choice of the Customer, either return, or delete from its systems, the Personal Data, unless EU or Member State requires longer storage of such Personal Data. If the Customer does not inform Intelligence Fusion of its choice to require the return or deletion of such Personal Data within 90 days of the termination or expiry of the Agreement then the Customer shall be deemed to have chosen the deletion of the Personal Data. The Customer acknowledges that Intelligence Fusion may continue to process information derived from Personal Data in anonymised, aggregated reports during the term and following termination of the Agreement; and
- 16.7.5. the accrued rights of the Parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.
- 16.8. If prior to the expiry of the Initial Term, the Customer terminates this Agreement for any reason other than as set out in Clauses 16.2 or 16.4 then in addition to any outstanding amounts payable in respect of Clause 16.7.3, the Customer shall be obliged to pay to Intelligence Fusion by way of compensation, the balance of the Fees the Customer would have paid over a period equal to the unexpired residue of the Initial Term immediately prior to the date of termination of this Agreement less such discount as Intelligence Fusion shall reasonably apply to such balance in its discretion to reflect any savings in overheads. Any such payment shall become due within 3 Business Days of receipt of invoice.
- 16.9. Intelligence Fusion and the Customer confirm that any sums calculable and payable pursuant to Clause 16.8 represent a genuine pre-estimate of Intelligence Fusion's loss.
- 16.10. Following the expiry of the thirty (30) day period, Intelligence Fusion shall be entitled to destroy or otherwise dispose of any of Customer Materials in its possession. Intelligence Fusion will retain Customer Data only as long as is necessary for the purposes to which Authorised Users consent under the End User Licence Agreement, or as is required by Applicable Law, and then will delete it. Intelligence Fusion shall have no responsibility to Customer for any Customer Data or Customer Materials destroyed or disposed of in accordance with this Clause 16.10.
17. **Further assurance**
- Customer shall from time to time at its own cost do or procure the doing of all such acts and things, and execute or procure the execution of all such documents in a form reasonably satisfactory to Intelligence Fusion, which Intelligence Fusion may reasonably require for the purpose of giving full effect to this Agreement.
18. **Force majeure**
- Neither Party shall be liable for any delay in performing any of its obligations hereunder if such delay is caused by circumstances beyond the reasonable control of the Party so delaying (the "**Delaying Party**") and the Delaying Party shall be entitled to a reasonable extension of time for the performance of such obligations. If the Delaying Party is prevented, by such circumstances beyond its reasonable control, from performance of its obligations for a continuous period in excess of three (3) months and such prevention substantially affects the operation of this Agreement, the other Party shall have the right to terminate this Agreement upon giving thirty (30) days' written notice of such termination to the Delaying Party, in which case neither Party shall have any liability to the other except that rights and liabilities accrued prior to such termination shall continue to subsist.
19. **Waiver**
- 19.1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and to the circumstances for which it is given.
- 19.2. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

20. **Severance**

- 20.1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 20.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.

21. **Entire agreement**

- 21.1. This Agreement represents the whole agreement and understanding between the Parties and supersedes and extinguishes all other arrangements, agreements, understandings, statements, representations, warranties, undertakings or promises (whether in writing or not) made between, by or on behalf of the Parties prior to entering into this Agreement except to the extent expressly repeated in this Agreement ("**pre-contractual statements**") including any heads of agreement related to the subject matter hereof.
- 21.2. Without prejudice to Clause 21.1, each Party warrants to the other that, in entering into this Agreement, it has not relied on and shall have no remedy in respect of any pre-contractual statement. Nothing in Clauses 21.1 or 22.2 is intended to limit either Party's liability for fraud or fraudulent misrepresentation.

22. **Assignment**

- 22.1. Customer shall not, without Intelligence Fusion's prior written consent, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
- 22.2. Intelligence Fusion may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

23. **No partnership or agency**

Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

24. **Third party rights**

This Agreement does not confer any rights on any person or party (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

25. **Counterparts**

Transmission of the executed signature page of a counterpart of this Agreement by (a) fax or (b) email (in PDF, JPEG, DocuSign or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each Party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

26. **Notices**

- 26.1. Any notice given under this Agreement must be in writing and must be delivered personally or sent by recorded first-class post or by email to the Party to whom it is being given at the address or email address, and marked for the attention of the person, specified in the Agreement, Clause 26.2 or to such other address or email address, or marked for the attention of such other person, as the applicable Party may from time to time notify to the other by notice given in accordance with this Clause 26.
- 26.2. The notice details of the Parties for the purposes of Clause 26.1 are:
- 26.2.1. in the case of Intelligence Fusion:

Address: Aykley Heads Business Park, Aykley Heads, Durham, Co. Durham, United Kingdom, DH1 5TS
Email address: info@intelligencefusion.co.uk
Attention: Michael McCabe

26.2.2. in the case of Customer the notice details set out in the Agreement:

26.3. A notice delivered or sent in accordance with Clause 26.1 will be deemed to have been given, if delivered personally or by recorded first-class post (other next working day delivery service), 9.00 am on the Business Day after posting or at the time recorded by the delivery service. If sent by email at 9.00 am on the next Business Day after transmission and in proving the giving of a notice, it shall be sufficient to show that delivery was made or that the email was properly addressed and transmitted, as the case may be.

27. **Governing Law and Jurisdiction**

27.1. This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

27.2. The Parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

We hereby agree to be bound by the terms set out in this Term Sheet, the Standards Terms and the Proposal.

For and on behalf of: [CLIENT]	For and on behalf of: Intelligence Fusion Limited
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

Part I: Definitions

In this Agreement, unless the context otherwise requires:

"Agreement" means the Term Sheet, Standard Terms and the Proposal;

"API Information" means the application interface to the Service and such information concerning the same as may be issued by Intelligence Fusion from time to time to enable third party software modules and components to interoperate with the Service;

"Applicable Law" means any law, enactment, regulation, regulatory policy, guideline, and requirement of any Relevant Authority (including good practice codes) applicable to a Party and/or to any of the activities of a Party (including activities of Customer using the Service);

"Authorised Users" those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation;

"Business Day(s)" any day which is not a Saturday, Sunday or public holiday in the UK;

"Commencement Date" shall have the meaning given in Clause 2.1;

"Confidential Information" means the terms of this Agreement, including any amounts payable hereunder, and, in relation to either Party, all information (whether oral, written or in electronic or any other form) belonging to or relating to that Party, its business affairs or activities (including information concerning methods of design, development, marketing and distribution of the Service and/or the Software, and any trade secrets, intentions or business plans of either Party) which is marked or stated to be confidential or which due to its character or nature, a reasonable person in a like position and under like circumstances would treat as and/or reasonably believe to be confidential;

"Contracted Availability" means the amount of time per calendar month that Intelligence Fusion will ensure the Platform may be accessed and used by you as intended under the Terms of Service.

"Customer" has the meaning set out in the Term Sheet;

"Customer Data" the data inputted by the Customer, Authorised Users, or Intelligence Fusion on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;

"Customer Group" means Customer, any holding company of Customer from time to time, all direct or indirect subsidiaries of any such holding companies from time to time, and all companies in common ownership with Customer from time to time;

"Customer Materials" means any and all materials, software, content, information, data or systems of any kind whatsoever supplied by the Customer and used in the Services other than Intelligence Fusion Materials;

"Customer Systems" means such software systems of Customer as may interoperate with Software from time to time;

"Data Protection Legislation" means (i) unless and until the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998;

"Documentation" the document made available to the Customer by Intelligence Fusion online via <https://docs.IntelligenceFusion-systems.co.uk/> or such other web address notified by Intelligence Fusion to the Customer from time to time which sets out a description of the Services and the user instructions for the Services;

"End User Licence Agreement" or "**EULA**" means the terms and conditions between Authorised Users and Intelligence Fusion relating to the Service as may be specified by Intelligence Fusion from time to time and notified in writing to Customer;

"Fees" [the Setup Fee and] the Licence Fees;

"Initial Term" the initial term of this Agreement as set out in the Term Sheet;

"Insolvency Event" means that a person:

- (a) is unable to pay its debts or becomes insolvent or bankrupt or ceases to trade;

- (b) is the subject of an order made or a resolution passed for the administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction, which does not materially reduce that entity's assets);
- (c) has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- (d) enters into or proposes any composition or arrangement with its creditors generally (otherwise than for the purpose of a financing or solvent amalgamation or reconstruction, which does not materially reduce the entities' assets); or
- (e) is the subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction;

"Intellectual Property Rights" means patents, rights to inventions, rights to use and preserve the confidentiality of information (including know-how and trade secrets), registered designs, copyrights, topography rights, all rights in computer programs, firmware, 'apps' and other computer software and data, database rights, rights in designs, rights in get-up, rights affording equivalent protection to copyright, database rights, design rights, trade marks, rights in service marks, logos, domain names, business names, trade names and domain names, and moral rights, in each case howsoever arising and in whatever media, whether registered or unregistered and including all applications (or rights to apply) for and to be granted, renewals or extensions of, and rights to claim priority from, such rights, which subsist or will subsist now or in the future in any part of the world;

"Intelligence Fusion" has the meaning set out in the Term Sheet;

"Intelligence Fusion Group" Intelligence Fusion, any holding company of Intelligence Fusion from time to time, and all direct or indirect subsidiaries of Intelligence Fusion or any such holding companies from time to time;

"Intelligence Fusion Materials" means any and all materials, software, content, information, data or systems of any kind whatsoever created, produced or provided by Intelligence Fusion or its licensors, including the API Information, the Software, any graphical, animated and other material provided by Intelligence Fusion for use in connection with the Service, and any materials relating to the Service;

"Licence Fee" means the licence fees set out in the Term Sheet;

"Losses" means all losses, liabilities, costs (including reasonable legal costs), fees, expenses, actions, procedures, claims, demands and damages (including the amount of damages awarded by a court of competent jurisdiction or any penalties and fines levied by a Relevant Authority);

"Parties" means Intelligence Fusion and Customer, and **"Party"** shall be construed accordingly;

"Prohibited Content" content or materials which (a) infringes the Intellectual Property Rights of any third party; (b) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (c) facilitates illegal activity; (d) depicts sexually explicit images; (e) promotes unlawful violence; (f) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or (g) in a manner that is otherwise illegal or causes damage or injury to any person or property;

"Relevant Authority" means any governmental, regulatory or other competent authority that regulates and/or supervises any of Intelligence Fusion, the Customer and/or either of their activities (including activities of Customer using the Service) including any tax authority;

"Service Level Termination Event" has the meaning given in paragraph 3.2 of Schedule 3;

"Service Levels" means the service levels to which the Services are to be provided, as set out in Schedule 3;

"Services" the subscription services provided by Intelligence Fusion to the Customer under this Agreement via <https://app.intelligencefusion.co.uk/> or any other website notified to the Customer by Intelligence Fusion from time to time, as more particularly described in the Documentation;

"Setup Fee" the amount (if any) set out in the Term Sheet;

"Software" means the software which enables Intelligence Fusion to offer the Service to Customers in accordance with this Agreement;

"Standard Contractual Clauses" the standard contractual clauses for the transfer of personal data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C(2010) 593, as updated and amended;

"Standard Terms" means this document, including the Schedules;

"Sub-processor" means any person (including any third party and any member of the Intelligence Fusion Group, but excluding an employee of Intelligence Fusion or any of its sub-contractors) appointed by or on behalf of Intelligence Fusion or any member of the Intelligence Fusion Group to Process Personal Data on behalf of the Customer in connection with this Agreement;

"Term" means the period described in Clause 16.1;

"Term Sheet" means the attached term sheet agreed between the Parties; and

"Virus" any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Part II: Interpretation

1. In this Agreement, unless the context otherwise requires:
 - (a) terms defined in the Term Sheet shall have the same meanings ascribed to them in these Standard Terms;
 - (b) references to Clauses and Schedules are to clauses of, and schedules to, these Standard Terms;
 - (c) references to the singular include the plural and vice versa and references to one gender include all genders;
 - (d) references to a **"person"** include any company, partnership or unincorporated association (whether or not having separate legal personality) and references to a **"company"** include any company, corporation or other body corporate (wherever and however incorporated or established). The expression **"subsidiary"** has the meaning given in the Companies Act 2006;
 - (e) references to a statute or statutory provision include (i) that statute or statutory provision as modified, re-enacted or consolidated from time to time (whether before or after the date of this Agreement) (ii) any past statute or statutory provision (as modified, re-enacted or consolidated from time to time) which that statute or statutory provision has directly or indirectly replaced and (iii) any subordinate legislation made from time to time under that statute or statutory provision;
 - (f) the words **"include(s)"** and **"including"** are to be construed as if followed by the words **"without limitation"**;
 - (g) references to **"writing"** or **"written"** shall include emails (but not faxes), provided that if a notice is required to be given under this Agreement is served by email it must also be confirmed by post; and
 - (h) references to a **"month"** are to a calendar month.
2. The Schedules form part of the Standard Terms and shall have the same force and effect as if set out in the body of these Standard Terms and any reference to this Agreement shall include the Schedules.
3. The headings in this Agreement are included for convenience only and shall be ignored in interpreting this Agreement.

SCHEDULE 2

FEES

- 1 As consideration for the provision of the Service and for the grant of a licence to use the Software, Customer agrees to pay to Intelligence Fusion the Licence Fees as set out in this Schedule 2.
- 2 **Licence Fees**
- 2.1 In consideration of the grant of the licence to use the Software, the Services and the Documentation pursuant to Clause 3.2, Customer shall pay to Intelligence Fusion the Licence Fees in cleared funds with the effect from the Commencement Date.
3. **Additional Fees**
- 3.1 Without prejudice to paragraph 4.1 above, Intelligence Fusion may at any time after the first anniversary of the Commencement Date, increase the Licence Fees provided that:
 - 3.1.1 the increase shall not exceed a percentage equal to the percentage increase in the Retail Prices Index published by the Office for National Statistics (or its successor from time to time) for the period from the Commencement Date (in the case of the first increase) or the date on which the immediately preceding increase came into effect pursuant to this Clause (in the case of the second or any subsequent increase) up to the date of this notice; and
 - 3.1.2 the increases shall be no more frequent than once in any 12-month period.
4. **Payment of Licence Fees**
- 4.1 Customer shall pay Intelligence Fusion the Licence Fees annually in advance. Subject to the prior receipt of a valid invoice from Intelligence Fusion, Customer shall pay the Licence Fees to Intelligence Fusion within fourteen (14) days of the date of invoice by direct transfer into such bank account as may be notified by Intelligence Fusion to Customer from time to time.

SCHEDULE 3

SERVICE LEVEL ARRANGEMENTS

We reserve the right to change the terms of the Service Level Arrangements in accordance with the Intelligence Fusion Terms of Service.

1. System Availability

Intelligence Fusion will use commercially reasonable efforts to make the Subscription Service available at least 98% of the time during each calendar month (the “Contracted Availability”); provided, however, that the following are excepted from Contracted Availability: (a) planned downtime (with regard to which Intelligence Fusion will endeavor to provide at least 48 hours advance notice, except for routine maintenance times currently scheduled to occur from time to time on Saturdays for up to 4 hours each time (subject to such changes to the routine maintenance times as Intelligence Fusion may make in its reasonable discretion)); or (b) any unavailability caused or occasioned by circumstances beyond Intelligence Fusion’s reasonable control, including fire, earthquake, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability of transportation, or acts or omissions of third parties.

2. Fault Severity and Response Time

Intelligence Fusion will use commercially reasonable efforts to resolve performance issues reported by the Customer using the contact methods set forth below as promptly as reasonably possible.

Our goals for providing an initial response to the Customer regarding reported issues are as follows:

FAULT SEVERITY	DEFINITION	RESPONSE
Minor Fault	Slightly affecting the quality or regularity of the intelligence feed.	Fixed within 12 hours from point of escalation to Intelligence Fusion
Medium Fault	Significantly affecting the quality, regularity and reliability of feed and its value to NGS clients.	Fixed within 8 hours from point of escalation to Intelligence Fusion
Major Fault	Feed downtime or other critical failure severely impacting the value of the feed both to NGS and NGS clients.	Fixed within 4 hours from point of escalation to Intelligence Fusion

3. System Support Contact Method and Availability

CONTACT METHOD	AVAILABILITY
Telephone: +44 (0)191 380 4000	Monday to Friday, 0900hrs to 1700hrs (UK Time)
Email: info@intelligencefusion.co.uk	24/7/365 (excluding system unavailability as set forth above)

4. Service Level KPIs

PERFORMANCE	INDICATOR	MEASURE
Delivery Performance	Reporting Accuracy	Submitted work to be factually correct and free of errors, such as poorly-supported analysis (supposition, assumption and inference), excessive narrative, and weak or poorly chosen supporting evidence.
	Reporting Clarity	Work to be written in easily comprehensible British English and free of spelling, punctuation and grammar errors. Submitted work to fit formats and structures agreed with the Customer. Incidents to be provided in agreed formats.
	Staffing levels	IF to maintain appropriate staffing levels
	Compliant programme administrative support provision	IF to maintain appropriate levels of administrative support
Contract Performance	Accuracy of invoices submission	Invoices to be accurate and submitted correctly

5. Sector-focused Incident Reporting

The Customer can make reasonable requests to Intelligence Fusion to cover incidents or events specific to its requirements. These may cover the duration of the contract or only be required for a defined period of time. The Customer will give Intelligence Fusion at least 5 days’ notice of any specific requirements. Intelligence Fusion will confirm receipt of request and acknowledge that the request will be covered. Intelligence Fusion will be as flexible as possible on the lead time of any new requirements.

SCHEDULE 4**APPROVED SUB-PROCESSORS**

Intelligence Fusion do not currently use any sub-processors for customer data. Should this change, the Customer will be immediately notified of the third-party processor and how the Customer protected data will be used.

NAME	LOCATION	PURPOSE FOR PROCESSING