

Kluster Intelligence Terms of Service

Last Reviewed: 15/12/2017

Policy

- Welcome to Kluster Intelligence. These Terms of Service set out the terms on which Kluster Enterprises Limited (referred to in these terms as “KEL”) provides access to the Kluster Intelligence service. Please read these terms of service carefully before registering for use of the Kluster Intelligence service as they form a legally binding contract between the corporate entity specified as the Customer on a Registration Form, and KEL. These terms, together with KEL’s Privacy Policy available on KEL’s website, apply to Customer’s use of Kluster Intelligence.
- If Customer does not accept these terms, then the Customer shall not register for use, or use, the Kluster Intelligence service. Customer agrees to provide KEL with complete and accurate information when Customer register for the Services, and to keep such information up to date.
- The Customer’s attention is drawn in particular to clause 9 (which gives KEL rights to derive, use and disclose anonymised data based on your data), 7.2 (which sets out some items for which KEL does not provide any guarantee), clauses 12.2 and 12.4 (which impose important limitations on KEL’s liability to the Customer) and clause 13.1 (which provides for this agreement to auto-renew in the absence of notice from either party).

1. Permitted Usage

1.1 Subject to the Customer paying for the Permitted Usage in accordance with clause 2 and clause 9.1, the restrictions set out in this Agreement, KEL hereby grants to the Customer a non-exclusive, non-transferable right to use the Services strictly in accordance with the Permitted Usage during the Subscription Term solely for the Customer’s internal business operations.

1.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) contains any payment card or other payment account information of any person or entity;
- (c) facilitates illegal activity;
- (d) infringes any third party rights including intellectual property rights;
- (e) is defamatory of any person;
- (f) in a manner that is otherwise illegal or causes damage or injury to any person or property,

and KEL 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. KEL shall fully co-operate with any law enforcement authorities or court order requesting or directing KEL to disclose the identity or locate anyone posting any material in breach of clause 1.2 and 1.3.

1.3 The Customer shall not:

(a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

(i) and except to the extent expressly permitted under this Agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services or Product Description (as applicable) in any form or media or by any means; or

(ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services; or

(b) access all or any part of the Services and Product Description in order to build a product or service which competes with the Services and/or the Product Description; or

(c) use the Services and/or Product Description to provide services to third parties; or

(d) subject to clause 20.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Product Description available to any third party, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Product Description; and

1.4 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Product Description and, in the event of any such unauthorised access or use, promptly notify KEL.

1.5 The rights provided under this Agreement are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer. Only one subscription to the Services may be activated by any company, person or other entity. Duplicate subscriptions for any company, person or entity shall be considered a material breach of this Agreement, not capable of remedy, for the purposes of clause 13.2(b) below.

1.6 The Customer undertakes to ensure that all Users comply with this Agreement and acknowledge that Customer shall remain responsible and liable for the acts or omissions of all Users to the same extent as if Customer had carried out such acts or omissions itself.

1.7 Responsibility for the security of any usernames and passwords issued (including those of any Users) rests with Customer. If Customer has reason to believe that its credentials or User account details in respect of the Services have been obtained by another without consent, the Customer should contact KEL immediately to suspend the account.

1.8 Customer will provide KEL contact information for Customer's system administrator, who is authorised to provide the information required to configure and manage the Services by means of contacting KEL ("Customer Representative"). KEL reserves the right to only accept instructions for configuration of the Services (including the creation of User accounts) by the Customer Representative.

2. Increasing or Decreasing permitted usage

2.1 Subject to clause 2.2, the Customer may, from time to time during any Subscription Term, purchase additional Permitted Usage in excess of that initially purchased and KEL shall grant access to the Services for such additional Permitted Usage in accordance with the provisions of this Agreement.

2.2 If the Customer wishes to purchase additional Permitted Usage, the Customer shall contact their assigned KEL representative requesting a quote for such additional Permitted Usage. In the event that the Customer pays to KEL the price agreed for the additional Permitted Usage, the revised Permitted Usage and Subscription Fees shall apply from the date of such payment.

3. Services

3.1 KEL shall, during the Subscription Term, provide the Services to the Customer on and subject to the terms of this Agreement.

3.2 KEL shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:

- (a) planned maintenance carried out; and
- (b) unscheduled maintenance, provided that KEL has used reasonable endeavours to give the Customer notice in advance.

3.3 KEL will, as part of the Services and at no additional cost to the Customer, provide the Customer with KEL's standard customer support services during Normal Business Hours in accordance with KEL's Support Services Policy in effect at the time that the Services are provided. KEL may amend the Support Services Policy in its sole and absolute discretion from time to time.

3.4 KEL may suspend Customer's account or any User account or temporarily disable access to whole or part of the Services in the event of any of the following:

- (a) any suspected illegal activity,
- (b) any actual or suspected breach of this Agreement;
- (c) requests by law enforcement or other government agencies.

3.5 The Customer may terminate any User account by contacting KEL with a request for such termination, which KEL shall effect within 2 Business Days.

3.6 Customer acknowledges that KEL does not provide an archiving service, and that KEL does not warrant that any level of back-up will be available in respect of the Customer Data. The Customer is responsible for backing up the Service Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for KEL to use reasonable commercial endeavours to restore the lost or damaged Customer Data.

3.7 KEL shall not have any responsibility in respect of any loss, destruction, alteration or disclosure of Customer Data caused by any third party

3.8 The Customer shall own all right, title and interest in and to all of the Service Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

3.9 The Customer hereby grants to KEL a royalty-free, non-exclusive, irrevocable, right to gather and process and store Service Data solely for the purposes of:

- (a) providing the Services, and
- (b) copying and processing the Service Data to derive Anonymised Data and to combine that Anonymised Data with other data and information available, derived or obtained from the Account Data and data from third parties including other customers, to permit KEL to develop and improve the Service, and to create and distribute reports, datasets and other materials including or combined with the Anonymised Data, and warrants and undertakes that Customer has all necessary rights and permissions to the Service Data to authorise KEL to do so.

3.10 The Customer acknowledges and agrees that KEL will be the owner of all right, title and interest in and to Anonymised Data and the Account Data. For the avoidance of doubt, Customer's grant of licence under clause 3.9 above shall survive the expiry or termination of this Agreement

3.11 The Customer acknowledges that KEL will process in accordance with Privacy Policy accompanying this Agreement any personal data derived from the Customer's registration or

enquiry in respect of the Services. This may include using the Customer's email address for the purposes of bringing to the Customer's attention any aspects of the Services, or any other services, which KEL considers may be of interest to the Customer.

3.12 From time to time KEL may offer Customer certain additional Services as free beta trials in order to gain a view on their maturity and suitability for adding to the KEL suite of services. Customer agree that KEL has the sole authority and discretion to determine the period of time for testing and evaluation of these beta services and reserves the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of them with or without notice to Customer. Customer agrees that KEL will not be liable to Customer or to any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the beta services for any reason. Once the beta trial period is ended, KEL will notify Customer and Customer will either commence payment for the relevant Services or discontinue use.

4. Trial Accounts

4.1 Subject to the terms of this Agreement, the Services may be utilised on a Trial Basis for a maximum of two weeks. Without prejudice to clause 1.5 above, only one Trial Basis subscription is permitted in respect of any company, person or entity.

4.2 In the event that the Services are provided on a Trial Basis for two weeks, Customer shall be required to pay Subscription Fees as a condition of further use of the Service.

5. Third party providers

The Customer acknowledges that the Services may enable or assist it to access or use third party services (including Salesforce.com), and that it does so solely at its own risk. KEL makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party service, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not KEL. KEL recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. KEL does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

6. Data Protection

6.1 KEL will not use the Service Data for any purpose other than as permitted under the licence in clause 3.9 above. The Customer shall own all rights, title and interest in and to all of the Service Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

6.2 KEL shall, in providing the Services, comply with its Privacy Policy relating to the privacy and security of the Customer Data, as such document may be amended from time to time by KEL in its sole discretion.

6.3 If KEL processes any personal data on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that for the purposes of applicable data protection legislation, the Customer shall be the data controller and KEL shall be a data processor and in any such case:

(a) the Customer shall ensure that the Customer is entitled to transfer the relevant personal data to KEL so that KEL may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf;

(b) the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;

(c) KEL shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time;

(d) KEL shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage; and

(e) from the GDPR Date, KEL and the Customer agree that the Data Processing Terms shall be part of this Agreement.

6.4 KEL will shall follow its Service Continuity Policy, available upon request. Such document may be amended by KEL in its sole discretion from time to time.

7. KEL's Obligations

7.1 KEL undertakes that the Services will be performed substantially in accordance with the Product Description, and that it has used all reasonable endeavours to ensure that the Services are free from Viruses.

7.2 The undertaking at clause 7.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to KEL's instructions, or modification or alteration of the Services by any party other than KEL or KEL's duly authorised contractors or agents. If the Services do not conform to the undertaking in clause 7.1, KEL will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 7.1. Notwithstanding the foregoing, KEL:

(a) does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Product Description and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and

(b) 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 the Customer acknowledges that the Services and Product Description may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.3 Customer acknowledges that the Services have not been developed to meet Customer's individual requirements, and that it is therefore Customer's responsibility to ensure that the facilities and functions of the Services meet Customer's requirements.

7.4 Customer further acknowledges that it is not possible to test the Services in advance in every possible operating combination and environment and it is not possible to produce and provide the Services such that they are known to be error free in all circumstances.

7.5 KEL makes no warranty or representation that the Services will be of satisfactory quality, that they will be fit for a particular purpose, that they will not infringe the rights of third parties, that they will be compatible with all systems, or that they will be secure or free of Viruses (despite KEL's efforts to deploy industry standard security measures).

7.6 KEL works hard to ensure the accuracy and reliability of its analytics tools and their operation in accordance with the Product Description, but the Customer acknowledges that the processes and analysis provided by means of the Services is accurate, complete, reliable, secure, or useful, or will enhance the Customer's revenues or sales conversions.

7.7 The Customer acknowledges that no data transmission over the Internet can be guaranteed to be secure. KEL is not responsible for any interception or interruption of any communications

through the Internet or networks or systems outside KEL's control. Customer is responsible for maintaining the security of its networks, servers, applications and data transmissions.

7.8 Nothing in this Agreement shall prevent KEL from entering into similar agreements with third parties, or from independently developing, using, selling or licensing Product Description, products and/or services which are similar to those provided under this Agreement.

8. Customer's obligations

The Customer shall:

(a) provide KEL with:

- (i) all necessary co-operation in relation to this Agreement; and
- (ii) all necessary access to such information as may be required by KEL;

in order to provide the Services;

(b) comply with all applicable laws and regulations with respect to its activities under this Agreement;

(c) carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, KEL may adjust any agreed timetable or delivery schedule as reasonably necessary;

(d) ensure that the Services and the Product Description are used in accordance with the terms and conditions of this Agreement and shall be responsible for any User's breach of this Agreement;

(e) obtain and shall maintain all necessary licences, consents, and permissions necessary for KEL, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;

(f) ensure that its network and systems comply with the relevant specifications provided by KEL from time to time; and

(g) be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to KEL's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

9. Charges and payment

9.1 As a condition of its use of and access to the Services (except on a Trial Basis strictly as set out in clause 4), the Customer shall pay the Subscription Fees to KEL for the Permitted Usage in accordance with this clause 9 and the Registration Form.

9.2 The Customer shall on the Effective Date provide to KEL valid, up-to-date and complete payment means acceptable to KEL. The Customer hereby authorises KEL to pay the Subscription Fees:

(i) on the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and

(ii) subject to clause 13.1, on each anniversary of the Effective Date for the Subscription Fees payable in respect of the next Renewal Period.

9.3 All amounts and fees stated or referred to in this Agreement:

(a) shall be payable in the currency specified on the Registration Form;

(b) are, subject to clause 12.4(b), non-cancellable and non-refundable;

(c) are exclusive of value added tax or sales tax (as applicable), which shall be added to KEL's invoice(s) at the appropriate rate.

9.4 KEL shall be entitled to increase the Subscription Fees at the start of each Renewal Period upon 30 days' prior notice to the Customer and the Subscription Fees shall be deemed to have been amended accordingly.

9.5 The Subscription Fees are billed annually in advance. Payments are non-refundable, and no refunds or credits will be given for any partial use within any subscription period. No refunds or credits will be provided in the event that the Customer does not utilise all its allocation of Permitted Usage, or cancels any User accounts.

9.6 KEL reserves the right to suspend Customer's access to the Services immediately if Customer fails to pay KEL the full amount of any outstanding fees and charges. If no payment is made to clear the full amount of any outstanding fees and charges within 7 days of their becoming due, Customer's account and all associated data will be deleted and KEL will be entitled to suspend Customer's access to the Services for up to 45 days, and/or terminate this Agreement without liability.

10. Proprietary rights in the Services

10.1 The Customer acknowledges and agrees that KEL and/or its licensors own all intellectual property rights in the Services and the Product Description. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Product Description.

10.2 Without limitation on clause 10.1 above, the trade mark "Kluster Intelligence", the Kluster Intelligence logo and all other trade marks, logos and service marks (the trade marks) which appear on Services are KEL's trade marks or are licensed for use by KEL by the owners of those trade marks.

10.3 Other trade marks (including "Salesforce.com") are proprietary marks and are registered to their respective owners.

10.4 Nothing contained in the Services should be construed as granting any licence or right to use any trade marks displayed on the Services without KEL's written permission or such other trade mark owner.

11. Indemnity

11.1 The Customer shall defend, indemnify and hold harmless KEL against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Product Description, provided that:

(a) the Customer is given prompt notice of any such claim;

(b) KEL provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

11.2 KEL shall defend the Customer, its officers, directors and employees against any claim that the Services or Product Description infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

- (a) KEL is given prompt notice and full details of any such claim;
- (b) the Customer provides all co-operation requested by KEL in the defence and settlement of such claim, at KEL's expense;
- (c) KEL is given sole authority to defend or settle the claim; and
- (d) KEL shall have no obligation under this clause in respect of any alleged infringement specified in clause 11.4 below.

11.3 In the defence or settlement of any claim, KEL may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such courses of action are not reasonably practicable at what it considers in its absolute discretion to be a reasonable cost, terminate this Agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

11.4 In no event shall KEL, its employees, agents and sub-contractors be liable to the Customer to the extent that any alleged infringement is based on:

- (a) a modification of the Services or Product Description by anyone other than KEL; or
- (b) the Customer's use of the Services or Product Description in a manner contrary to the instructions given to the Customer by KEL; or
- (c) the Customer's use of the Services or Product Description after notice of the alleged or actual infringement from KEL or any appropriate authority.

11.5 Clause 11.2 and clause 12.4(b) state the Customer's sole and exclusive rights and remedies, and KEL's (including KEL's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

12. Limitation of Liability

12.1 This clause 12 sets out the entire financial liability of KEL (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer:

- (a) arising under or in connection with this Agreement;
- (b) in respect of any use made by the Customer of the Services and Product Description or any part of them; and
- (c) in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

12.2 Except as expressly and specifically provided in this Agreement:

- (a) the Customer assumes sole responsibility for results obtained from the use of the Services and the Product Description by the Customer, and for conclusions drawn from such use. KEL shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to KEL by the Customer in connection with the Services, or any actions taken by KEL 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 this Agreement; and
- (c) the Services and the Product Description are provided to the Customer on an "as is" basis.

12.3 Nothing in this Agreement excludes the liability of KEL:

- (a) for death or personal injury caused by KEL's negligence; or

(b) for fraud or fraudulent misrepresentation.

12.4 Subject to clause 12.2 and clause 12.3:

(a) KEL shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any:

(i) loss of profits,

(ii) loss of business,

(iii) depletion of goodwill and/or similar losses; or

(iv) loss or corruption of data or information, or

(v) pure economic loss, or

(vi) for any special, indirect or consequential loss, costs, damages, charges or expenses

however arising under this Agreement; and

(b) KEL's total aggregate liability in contract (including in respect of the indemnity at clause 11.2), tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the greater of £20,000 (twenty thousand pounds sterling) and 200% of the total Subscription Fees paid and payable by the Customer during the 12 months immediately preceding the date on which the claim arose.

13. Term and termination

13.1 This agreement shall commence on the Effective Date and shall continue, unless terminated earlier in accordance with clause 13, for the Initial Subscription Term, and shall automatically extend for 12 months (Renewal Period) at the end of the Initial Subscription Term and at the end of each Renewal Period. Either party may give written notice to the other party before the end of the Initial Term or the relevant Renewal Period, to terminate this agreement at the end of the Initial Term or the relevant Renewal Period, as the case may be. This clause 13.1 does not apply to Trial Basis accounts which can be terminated on notice at any time.

13.2 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 fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 7 days after being notified in writing to make such payment;

(b) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;

(c) the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

(d) 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 within the meaning of section 123 of the Insolvency Act 1986;

(e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors 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;

(f) 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 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;

(g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;

(h) the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;

(i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

(j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

(k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.2(d) to clause 13.2(j) (inclusive);

(l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

13.3 On termination of this Agreement for any reason:

(a) all licences granted under this Agreement, and the Customer's right to use the Services, shall immediately terminate;

(b) Customer will have no access to Customer Data;

(c) each party shall return and make no further use of any equipment, property, Product Description and other items (and all copies of them) belonging to the other party;

(d) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

14. Force Majeure

KEL shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of KEL or any other party), failure of a utility service or transport or telecommunications network or hosting or connectivity provider, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

15. Confidentiality

15.1 Each party (the Receiving Party) shall keep the other's (the Disclosing Party's) confidential information confidential. In the case of KEL as the Disclosing Party, this includes all information (of any kind and in any format and coming into Customers knowledge, possession or control in any way) relating to KEL's business, finance or technology, know-how, intellectual property rights, assets, strategy, products and customers, where the information is

identified as confidential at the time of disclosure or ought reasonably to be considered confidential given its nature or how it was disclosed (Confidential Information).

15.2 The Receiving Party shall not without KEL's prior written consent use, disclose, copy or modify the Disclosing Party's Confidential Information (or permit others to do so) other than as strictly necessary for it to be able to do what it is permitted and required to do under this Agreement and, where disclosure to its officers, employees, agents, professional advisers and contractors is necessary, Receiving Party shall ensure such persons are made aware of and agree in writing to observe these same obligations.

15.3 Confidential Information shall not include:

(a) any information that was known to the Receiving Party before that information was imparted by the Disclosing Party; or

(b) any information that is in or subsequently comes into the public domain (through no fault of the Receiving Party); or

(c) any information that is received by the Receiving Party without restriction on disclosure or use from a third party lawfully entitled to make the disclosure to the Receiving Party without such restrictions; or

(d) any information that is developed by any of the Receiving Party's employees who have not had any access to, or use or knowledge of, that information imparted by the Disclosing Party; or

(e) any information that the parties agree in writing is not confidential.

15.4 Each party may disclose any confidential information required by law, any court, any governmental, regulatory or supervisory authority (including any regulated investment exchange) or any other authority of competent jurisdiction.

15.5 Customer hereby grants KEL a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicenseable right and license to use any comments, suggestions, proposals or recommendations ("Feedback") made by or on behalf of Customer in respect of the Services, and any such Feedback shall not be considered the Customer's Confidential Information.

15.6 This clause 15 shall not affect the entitlement of KEL to use the Customer Data under the licence granted under clause 3.9.

15.7 Subject to clause 26.11 above, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

17. Rights and remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

18. Severance

18.1 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.

18.2 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.

19. Entire agreement

19.1 This Agreement constitutes the entire and exclusive agreement between KEL and Customer with respect to the Services and supersedes and replaces any other agreements, terms and conditions, arrangements, statements, assurances, representations and undertakings of any nature made by or on behalf of the parties, whether oral or written applicable or relating to the Services, subject to clause 19.3. Purchase orders placed by Customer shall be for the sole purpose of specifying the Services that Customer wishes to purchase or has purchased. Any other terms stated in any purchase order delivered to KEL by Customer shall have no effect.

19.2 Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

19.3 In the event when the parties have entered into a separate agreement that aims to introduce individual terms governing the contractual relationship between the parties, such agreement needs to explicitly state that it constitutes an amendment to these Terms of Service and clearly indicate the amendments, additions and/or replacements. If there is any inconsistency or ambiguity between these Terms of Service and such agreement, the Terms of Services shall prevail.

20. Assignment

20.1 The Customer shall not, without the prior written consent of KEL, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

20.2 KEL 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.

21. 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).

22. 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.

23. Governing law

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

24. Dispute Resolution Process

24.1 In the event of any dispute arising between the parties in connection with this Agreement which cannot be settled by negotiation, the parties shall in good faith, seek to resolve that dispute through mediation under the auspices of the ADR Group (UK). The mediator shall be agreed upon within 15 days of one party requesting mediation, failing which the mediator will be appointed by the then Chairman of ADR Group. Unless otherwise agreed the parties shall share equally the costs of the mediation. If the dispute is not resolved within 30 days, or one of the parties refuses to participate in mediation, the dispute may be referred to litigation. No party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that nothing in this clause shall prevent either party seeking a preliminary injunction or other judicial relief at any time if in its judgement such action is necessary to prevent irreparable damage.

25. 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

26. Interpretation

26.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Account Data: information, including personal data, that KEL holds in respect of the Customer, its characteristics, Users and activities to the extent that they are received by KEL in the course of providing the Services.

Agreement: the agreement constituted by Customer's acceptance on completing the Registration Form of these Terms of Service, any additional service-specific terms, and the details of Customer's subscription on the Registration Form.

Anonymised Data: anonymous statistical and usage data related to use of the Service.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Customer Data: means Service Data and Account Data.

Customer: the corporate entity specified as the Customer on a Registration Form.

Data Processing Terms: the additional terms set out below regarding any personal data comprised in the Service Data, applicable from the GDPR Date.

Effective Date: the start date of Customer's Initial Subscription Term as specified in the Registration Form.

GDPR Date: 25 May 2018.

Initial Subscription Term: 12 months from the Effective Date.

KEL: Kluster Enterprises Ltd, a limited company registered in England and Wales under company number 09946422, whose registered office is at Priory Close, St Mary's Gate, Lancaster, United Kingdom, LA1 1XB.

Normal Business Hours: 9am to 5pm local UK time, each Business Day.

Permitted Usage: the use of the Services as specified with reference to parameters set out on the Registration Form, as increased or decreased by the Customer in accordance with this Agreement.

Product Description: the functions specified in the Registration Form, as detailed in the document made available to the Customer by KEL online via www.kluster.com or such other web address notified by KEL to the Customer from time to time which sets out a description of the Services and the user instructions for the Services.

Registration Form: the online ordering for the Services completed by the Customer.

Renewal Period: the period described in clause 13.1.

Service Data: any information or data linked to, submitted to or stored within the Services by Users, including information accessed from the Customer's Salesforce or CRM service account.

Services: the Kluster Intelligence predictive sales analytics service provided by KEL to the Customer under this Agreement.

Subscription Fees: the subscription fees payable by the Customer to KEL for the Permitted Usage, as set out in the Registration Form.

Subscription Term: has the meaning given in clause 13.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Support Services Policy: KEL's policy for providing support in relation to the Services as notified to the Customer from time to time.

User: any person to whom Customer provides access to or otherwise make available the Services in whole or in part in any form.

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.

26.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.

26.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.

26.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

26.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

26.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

26.7 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this Agreement.

26.8 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

26.9 A reference to writing or written includes e-mail.

26.10 References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

26.11 We may revise these Terms of Service and any charges applicable to the Services, at any time by updating this posting or (in the case of increases to the charges) notifying you by means of email. Please check www.kluster.com from time to time to review the then current Terms of Service. KEL will notify Customer of any changes as they occur, and they will be binding on Customer as from the start of the Renewal Period following the date of the change.

DATA PROCESSING TERMS

1. Definitions

In these Data Processing Terms:

Applicable Law	<p>means as applicable and binding on the Customer, KEL and/or the Services:</p> <p>(a) any law, statute, regulation, by-law or subordinate legislation in force from time to time to which a party is subject and/or in any jurisdiction that the Services are provided to or in respect of;</p> <p>(b) the common law and laws of equity as applicable to the parties from time to time;</p> <p>(c) any binding court order, judgment or decree; or</p> <p>(d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party or any of that party's assets, resources or business;</p>
Appropriate Safeguards	means such legally enforceable mechanism(s) for transfers of Personal Data as may be permitted under Data Protection Laws from time to time;
Data Controller	has the meaning given to that term (or to the term 'controller') in Data Protection Laws;
Data Processor	has the meaning given to that term (or to the term 'processor') in Data Protection Laws;
Data Protection Laws	<p>means as applicable and binding on the Customer, KEL and/or the Services:</p> <p>(a) in the United Kingdom:</p> <p style="padding-left: 40px;">(i) the Data Protection Act 1998 and any laws or regulations implementing Directive 95/46/EC (Data Protection Directive); and/or</p> <p style="padding-left: 40px;">(ii) the GDPR, and/or any corresponding or equivalent national laws or regulations;</p> <p>(b) in member states of the European Union: the Data Protection Directive or the GDPR, once applicable, and all relevant member state laws or regulations giving effect to or corresponding with any of them; and</p> <p>(c) any Applicable Laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;</p>
Data Protection Losses	means all liabilities, including all:

	<p>(a) costs (including legal costs), claims, demands, actions, settlements, interest, charges, procedures, expenses, losses and damages (including relating to material or non-material damage); and</p> <p>(b) to the extent permitted by Applicable Law:</p> <p style="padding-left: 40px;">(i) administrative fines, penalties, sanctions, liabilities or other remedies imposed by a Supervisory Authority;</p> <p style="padding-left: 40px;">(ii) compensation which is ordered by a Supervisory Authority to be paid to a Data Subject; and</p> <p style="padding-left: 40px;">(iii) the reasonable costs of compliance with investigations by a Supervisory Authority;</p>
Data Subject	has the meaning given to that term in Data Protection Laws;
Data Subject Request	means a request made by a Data Subject to exercise any rights of Data Subjects under Data Protection Laws;
GDPR	means the General Data Protection Regulation(EU)2016/679;
GDPR Date	means from when the GDPR applies on 25 May 2018;
International Organisation	means an organisation and its subordinate bodies governed by public international law, or any other body which is set up by, or on the basis of, an agreement between two or more countries;
International Recipient	has the meaning given to that term in paragraph 6.1;
Personal Data	has the meaning given to that term in Data Protection Laws;
Personal Data Breach	means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, any Protected Data;
processing	has the meanings given to that term in Data Protection Laws (and related terms such as process have corresponding meanings);
Processing Instructions	has the meaning given to that term in paragraph 2.1.1;
Protected Data	means Personal Data received from or on behalf of the Customer to the extent that it is processed by KEL on Customer's behalf in connection with the performance of KEL's obligations under the Agreement;
Services	means the services to be provided under the Agreement.
Sub-Processor	means another Data Processor engaged by KEL for carrying out processing activities in respect of the Protected Data on behalf of the Customer; and
Supervisory Authority	means any local, national or multinational agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering Data Protection Laws.

2. Specific interpretive provision(s)

In this Document:

(a) references to any Applicable Laws (including to the Data Protection Laws and each of them) and to terms defined in such Applicable Laws shall be replaced with or incorporate (as

the case may be) references to any Applicable Laws replacing, amending, extending, re-enacting or consolidating such Applicable Law (including the GDPR and any new Data Protection Laws from time to time) and the equivalent terms defined in such Applicable Laws, once in force and applicable;

(b) a reference to a law includes all subordinate legislation made under that law; and

(c) references to “paragraph numbers” are to paragraphs of this Document.

3. Data Processing Provisions

1. Data Processor and Data Controller

1. The parties agree that, for the Protected Data, the Customer shall be the Data Controller and KEL shall be the Data Processor.
2. KEL shall process Protected Data in compliance with:
 1. the obligations of Data Processors under Data Protection Laws in respect of the performance of its obligations under the Agreement; and
 2. the terms of the Agreement.
3. The Customer shall comply with:
 1. all Data Protection Laws in connection with the processing of Protected Data, the Services and the exercise and performance of its respective rights and obligations under the Agreement, including maintaining all relevant regulatory registrations and notifications as required under Data Protection Laws; and
 2. the terms of the Agreement.
4. The Customer warrants, represents and undertakes, that:
 1. all data sourced by the Customer for use in connection with the Services, prior to such data being provided to or accessed by KEL for the performance of the Services under the Agreement, shall comply in all respects, including in terms of its collection, storage and processing (which shall include the Customer providing all of the required fair processing information to, and obtaining all necessary consents from, Data Subjects), with Data Protection Laws;
 2. all instructions given by it to KEL in respect of Personal Data shall at all times be in accordance with Data Protection Laws; and
 3. it has undertaken due diligence in relation to KEL's processing operations, and it is satisfied that:
 1. KEL's processing operations are suitable for the purposes for which the Customer proposes to use the Services and engage KEL to process the Protected Data; and
 2. KEL has sufficient expertise, reliability and resources to implement technical and organisational measures that meet the requirements of Data Protection Laws.
4. The Customer shall not withhold, delay or condition its agreement to any Change requested by KEL in order to ensure the Services and KEL (and each Sub-Processor) can comply with Data Protection Laws.
5. Instructions and details of processing
 1. Insofar as KEL processes Protected Data on behalf of the Customer, KEL:
 1. unless required to do otherwise by Applicable Law, shall (and shall take steps to ensure each person acting under its authority shall) process the Protected Data only on and in accordance with the Customer's documented instructions as set out in this paragraph 2 and Schedule 1 (Data processing details), as updated from time to time

- in accordance with the Change Control Procedure (Processing Instructions);
2. if Applicable Law requires it to process Protected Data other than in accordance with the Processing Instructions, shall notify the Customer of any such requirement before processing the Protected Data (unless Applicable Law prohibits such information on important grounds of public interest); and
 3. shall inform the Customer if KEL becomes aware of a Processing Instruction that, in KEL's opinion, infringes Data Protection Laws, provided that:
 1. this shall be without prejudice to paragraphs 3 and 1.4;
 2. to the maximum extent permitted by mandatory law, KEL shall have no liability howsoever arising (whether in contract, tort (including negligence) or otherwise) for any losses, costs, expenses or liabilities (including any Data Protection Losses) arising from or in connection with any processing in accordance with the Customer's Processing Instructions following the Customer's receipt of that information; and
 3. this paragraph 1.3 shall only apply from the GDPR Date.
 4. The processing of Protected Data to be carried out by KEL under the Agreement shall comprise the processing set out in Schedule 1 (Data processing details), as may be updated from time to time by agreement between the parties.
2. Technical and organisational measures
 1. KEL shall implement and maintain, at its cost and expense, the technical and organisational measures:
 1. in relation to the processing of Protected Data by KEL, as set out in Schedule 1 (Technical and organisational measures); and
 2. from the GDPR Date, taking into account the nature of the processing, to assist the Customer insofar as is possible in the fulfilment of the Customer's obligations to respond to Data Subject Requests relating to Protected Data.
 2. Any additional technical and organisational measures shall be at the Customer's cost and expense.
 3. Using staff and other processors
 1. KEL shall not engage any Sub-Processor for carrying out any processing activities in respect of the Protected Data without the Customer's written authorisation of that specific Sub-Processor (such authorisation not to be unreasonably withheld, conditioned or delayed) provided that the Customer authorises the appointment of any of the following Sub-Processors: Microsoft (Azure)
 2. KEL shall:
 1. prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under paragraphs 1 to 11 (inclusive) that is enforceable by KEL;

2. ensure each such Sub-Processor complies with all such obligations; and
 3. remain fully liable for all the acts and omissions of each Sub-Processor as if they were its own.
3. From the GDPR Date, KEL shall ensure that all persons authorised by it (or by any Sub-Processor) to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential (except where disclosure is required in accordance with Applicable Law, in which case KEL shall, where practicable and not prohibited by Applicable Law, notify the Customer of any such requirement before such disclosure).
 4. Assistance with the Customer's compliance and Data Subject rights
 1. KEL shall refer all Data Subject Requests it receives to the Customer within [three] Business Days of receipt of the request, provided that if the number of Data Subject Requests exceeds 5 per calendar month, the Customer shall pay KEL's charges calculated on a time and materials basis at KEL's then current rates for recording and referring the Data Subject Requests in accordance with this paragraph 1.
 2. From the GDPR Date, KEL shall provide such reasonable assistance as the Customer reasonably requires (taking into account the nature of processing and the information available to KEL) to the Customer in ensuring compliance with the Customer's obligations under Data Protection Laws with respect to:
 1. security of processing;
 2. data protection impact assessments (as such term is defined in Data Protection Laws);
 3. prior consultation with a Supervisory Authority regarding high risk processing; and
 4. notifications to the Supervisory Authority and/or communications to Data Subjects by the Customer in response to any Personal Data Breach,

provided the Customer shall pay KEL's charges for providing the assistance in this paragraph 5.2, such charges to be calculated on a time and materials basis at KEL's then-current rates.

1. International data transfers
 1. The Customer agrees that KEL may transfer Protected Data to countries outside the United Kingdom or to any International Organisation(s) (an International Recipient), provided all transfers by KEL of Protected Data to an International Recipient shall (to the extent required under Data Protection Laws) be effected by way of Appropriate Safeguards and in accordance with Data Protection Law. The provisions of the Agreement shall constitute the Customer's instructions with respect to transfers in accordance with paragraph 2.1.
2. Records, information and audit
 1. KEL shall maintain, in accordance with Data Protection Laws binding on KEL, written records of all categories of processing activities carried out on behalf of the Customer.
 2. KEL shall, in accordance with Data Protection Laws, make available to the Customer such information as is reasonably necessary to demonstrate KEL's compliance with the obligations of Data Processors under Data Protection Laws, and allow for and contribute to audits by the Customer (or another auditor mandated by the Customer) for this purpose, subject to the Customer:

1. giving KEL reasonable prior notice of such information request, audit and/or inspection being required by the Customer;
 2. ensuring that all information obtained or generated by the Customer or its auditor(s) in connection with such information requests, inspections and audits is kept strictly confidential (save for disclosure to the Supervisory Authority or as otherwise required by Applicable Law);
 3. ensuring that such audit or inspection is undertaken during normal business hours, with minimal disruption to KEL's business, the Sub-Processors' business and the business of other customers of KEL; and
 4. paying KEL's reasonable costs for assisting with the provision of information and allowing for and contributing to inspections and audits.
3. Breach notification
1. In respect of any Personal Data Breach involving Protected Data, KEL shall, without undue delay:
 1. notify the Customer of the Personal Data Breach; and
 2. provide the Customer with details of the Personal Data Breach.
 2. Deletion or return of Protected Data and copies
 1. KEL shall, at the Customer's written request, either delete or return all the Protected Data to the Customer in such form as the Customer reasonably requests within a reasonable time after the earlier of:
 1. the end of the provision of the relevant Services related to processing; or
 2. once processing by KEL of any Protected Data is no longer required for the purpose of KEL's performance of its relevant obligations under the Agreement,

and delete existing copies (unless storage of any data is required by Applicable Law and, if so, KEL shall inform the Customer of any such requirement).

1. Liability, indemnities and compensation claims
 1. The Customer shall indemnify and keep indemnified KEL in respect of all Data Protection Losses suffered or incurred by, awarded against or agreed to be paid by, KEL and any Sub-Processor arising from or in connection with any:
 1. non-compliance by the Customer with the Data Protection Laws;
 2. processing carried out by KEL or any Sub-Processor pursuant to any Processing Instruction that infringes any Data Protection Law; or
 3. breach by the Customer of any of its obligations under paragraphs 1 to 11 (inclusive),

except to the extent KEL is liable under paragraph 10.2.

1. KEL shall be liable for Data Protection Losses (howsoever arising, whether in contract, tort (including negligence) or otherwise) under or in connection with the Agreement:
 1. only to the extent caused by the processing of Protected Data under the Agreement and directly resulting from KEL's breach of paragraphs 1 to 11 (inclusive); and
 2. in no circumstances to the extent that any Data Protection Losses (or the circumstances giving rise to them) are contributed to or caused by any

- breach of the Agreement by the Customer (including in accordance with paragraph 1.3(b)).
2. If a party receives a compensation claim from a person relating to processing of Protected Data, it shall promptly provide the other party with notice and full details of such claim. The party with conduct of the action shall:
 1. make no admission of liability nor agree to any settlement or compromise of the relevant claim without the prior written consent of the other party (which shall not be unreasonably withheld or delayed); and
 2. consult fully with the other party in relation to any such action, but the terms of any settlement or compromise of the claim will be exclusively the decision of the party that is responsible under the Agreement for paying the compensation.
 3. The parties agree that the Customer shall not be entitled to claim back from KEL any part of any compensation paid by the Customer in respect of such damage to the extent that the Customer is liable to indemnify KEL in accordance with paragraph 1.
 4. This paragraph 10 is intended to apply to the allocation of liability for Data Protection Losses as between the parties, including with respect to compensation to Data Subjects, notwithstanding any provisions under Data Protection Laws to the contrary, except:
 1. to the extent not permitted by Applicable Law (including Data Protection Laws); and
 2. that it does not affect the liability of either party to any Data Subject.
 5. Survival of data protection provisions
 1. Paragraphs 1 to 11 (inclusive) shall survive termination (for any reason) or expiry of the Agreement and continue:
 1. indefinitely in the case of paragraphs 9 to 11 (inclusive); and
 2. until 12 months following the earlier of the termination or expiry of the Agreement in the case paragraphs 1 to 8(inclusive),

provided always that any termination or expiry of paragraphs 1 to 8 (inclusive) shall be without prejudice to any accrued rights or remedies of either party under any such paragraphs at the time of such termination or expiry.

Data processing details

1. Subject-matter of processing:

Any personal data comprised within customer leads, customer accounts, customer opportunities, customer contact information and details of specific transactions input by Customer into the Kluster Intelligence platform

2. Duration of the processing:

For the duration of the Agreement

3. Nature and purpose of the processing:

To provide the Kluster Intelligence service to the Customer.

4. Type of Personal Data:

Name, email address, phone number, job title, extent and nature of interactions with Customer's sales or operational teams.

5. Categories of Data Subjects:

Clients and potential clients of Customer, or staff of the same.

6. Technical and Organisational Security measures applied to the Protected Data.

As set out in the KEL Systems Security Policy.

7. Processing Instructions

Not applicable.