Intelligent Reach Terms and Conditions

These Standard Terms and Conditions ("**Conditions**") set out the terms and conditions upon which Intelligent Reach, Inc. ("**we**", the "**Company**") shall deliver the Services to a customer ("**Customer**", "**you**"). These Conditions shall apply to any agreements between the Company and the Customer including (but not limited to) any Order Form, SLA and/or Service Description (as defined below).

1.   Definitions

1.1   In this Agreement, the following terms and phrases shall have the following meanings:

"**Agreement**" shall mean these Conditions, together with any Order Form(s), the SLA and the Service Description;

"**Annual Revenue Limit**" shall mean the limit of the Customer's total online revenue across all domains as specified in the Order Form and covered by the Monthly Platform Subscription Charges;

"**Authorized User**" shall mean those employees or officers of the Customer who are authorized by the Customer to use the Services;

"**Authorized User Account**" shall mean an account (together with login details) which entitles an Authorized User to access and use the Services in accordance with this Agreement;

"**Charges**" shall mean the charges payable by the Customer to the Company as set out in the Order Form (as may be varied from time to time pursuant to these Conditions);

"**Commencement Date**" shall mean the date set out in the Order Form;

"**Company Representative**" shall mean the person specified in an Order Form and who shall act as the main point of contact within the Company for all issues and matters relating to that particular Order Form;

"**Confidential Information**" in relation to each Party, shall mean all confidential information or data (in whatever format) of that Party, and all information and data which relates to that Party's affairs, customers, products, developments, trade secrets, know-how and/or personnel that is designated as confidential or which ought reasonably to be considered confidential (whether disclosed orally, in writing, in machine readable form or otherwise);

"**CPI**" shall mean the Consumer Price Index as published by the Bureau of Labor Statistics from time to time, or failing such publication, such other index as the parties may agree (such agreement not to be unreasonably withheld or delayed), acting reasonably, most closely resembles such index.

"**Customer Delivery**" shall mean the process of on-boarding you onto the Company's platform, setting up your product data and required partners and enabling your Services;

"**Customer Representative**" shall mean the person specified in an Order Form and who shall act as the main point of contact within the Customer for all issues and matters relating to that particular Order Form;

"**Customer's Website**" shall mean the website operated by the Customer with the URL specified in the Order Form. For multiple websites the full list of domains covered in the Monthly Platform Subscription Charges are outlined in the Domains covered section of the services section on the Order Form;

"**Deliverables**" shall mean the products, systems and/or materials developed by the Company as a result of the Services, further details of which are set out in the Order Form;

"**Delivery**" shall be deemed to have taken place, in respect of the Services, on the first day on which the Services are available for use by the Customer and, in respect of the Deliverables, on the date on which the Company delivers them to the Customer;

"Force Majeure Event" shall mean any cause beyond a Party's reasonable control affecting the performance of its obligations hereunder including but not limited to (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) acts of terrorism, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, and failing to grant or revoking a necessary license or consent; (vi) collapse of buildings, fire, explosion or accident; (vii) any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); (viii) non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (ix) interruption or failure of utility service;

"Intellectual Property Rights" shall mean all current and future copyright, rights in computer software, patents, rights to inventions, trade marks, databases rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), rights in designs, topographies, trade and business names, domain names, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Losses" means any and all losses (including any loss of profit, loss of revenue, loss of business, loss of opportunity), damages, liabilities, and any and all costs, charges and expenses (including reasonable legal costs);

"**Maximum Number of Products**" shall mean the limit of the Customer's total product variants across all domains as specified in the Order Form and covered by the Monthly Platform Subscription Charges;

"Monthly Platform Subscription Charges" shall mean the monthly subscription charge payable by the Customer to the Company for access to the Platform as set out in the Order Form;

"Order Form" shall mean the Customer's order for the Services in the form set out in Schedule 1 to these Conditions;

"Party" shall mean a party to this Agreement;

"**Platform**" shall mean the Company's platform used to provide the Services;

"Platform Fair Use Policy" shall mean our Platform Fair Use Policy, a copy of which is included in Schedule 6, and which is also available at http://intelligentreach.com/terms/;

"**Professional Services**" shall mean the Managed Services and Training and User Enablement Services described in the Service Description;

"**Regulatory Body**" shall mean any regulatory or quasi-regulatory, administrative, or taxation body or court or listing authority which regulates or governs either Party;

"Services" shall mean the services to be provided by the Company to the Customer as set out in the Order Form, and as more particularly described in the Service Description;

"**Service Description**" shall mean the document which sets out in detail the Services, a copy of which is set out at Schedule 2 to these Conditions;

"SLA" shall mean the Company's Service Level Agreement, a copy of which is set out at Schedule 3 to these Conditions;

"Term" shall mean the term of the Agreement, as may be terminated in accordance with clause 10 below, commencing from the Commencement Date;

"Working Day" shall mean a day, which is not a Saturday or a Sunday, or a federal holiday in the United States; and

"Working Hours" shall be as described in the SLA.

1.2   The headings of clauses and paragraphs in the Agreement are for ease of reference only and shall not be taken into account in the construction or interpretation of the clauses to which they refer.

1.3   The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

1.4   In the Agreement, words importing the singular include the plural (and vice versa), and words importing any gender include every gender.

1.5   Unless otherwise indicated, references to a particular clause are to be construed as references to clauses of the Agreement and references to a particular paragraph are to be construed as references to paragraphs in the relevant Schedule.

1.6   References to any statute, statutory provision or other enactment include a reference to that statute, provision or enactment as from time to time amended, replaced, extended or re-enacted.

1.7   The words "include" or "including" are to be construed without limiting the generality of any preceding words.

1.8   References to "writing" shall include by email.

1.9   In the event and to the extent only of any conflict between any terms in the following documents, the provisions of each shall take precedence as follows:
(1)   Order Form;
(2)   these Conditions;
(3)   the SLA; and
(4)   the Service Description.

2.   Order Form

2.1   The submission by the Customer to the Company of a completed and signed Order Form constitutes an offer by the Customer to purchase the Services from the Company in accordancewith the Agreement.

2.2   The Order Form shall be deemed to be accepted by the Company only when the Company issues written acceptance of the Order Form to the Customer or commences the provision of the Services pursuant to such Order Form, whichever is the earlier, whereupon a binding agreement between the Parties on and subject to the terms of the Agreement shall be formed.

2.3   Submission by the Customer to the Company of a completed and signed Order Form, and acceptance by the Company of that Order Form in accordance with clause 2.2, shall constitute a binding agreement between the Parties on and subject to the terms of the Agreement (to the exclusion of any other terms subject to which an Order Form is submitted or purported to be submitted by the Customer).

3.   Services

3.1   In consideration for the payment by the Customer to the Company of the Charges, the Company shall provide the Services and deliver the Deliverables in accordance with the Order Form.

3.2   The Company will use all reasonable endeavors to meet any agreed dates/ timescales for making the Services available for use by the Customer or for delivery of the Deliverables. However, time for the provision of the Services or delivery of the Deliverables is not of the essence and shall not be made so by the service of any notice.

3.3   We may, for operational reasons, change the technical specification of a Service, provided always that: (i) any such change does not materially adversely affect the provision of the Services; and (ii) we provide the Customer with at least one month's written notice prior to implementation of such changes.

3.4   Where the Services include the Professional Services, the Company shall provide the Professional Services as necessary and when requested by the Customer, subject to the limit on the number of hours of Professional Services per month that the Customer may request and that the Company shall be required to provide, as set out on the Order Form. The Charges for the Professional Services set out on the Order Form are fixed monthly charges, and the Customer shall not be entitled to a reimbursement for, or to carry forward, any unused hours of Professional Services.

3.5   Where you request additional services from the Company which are not included in the scope of the Services (including additional hours of Professional Services), we (without any obligation to provide additional services) reserve the right to charge you additional fees for those services. The provision of any additional services, and the terms on which they are supplied, will be governed by the terms of the Agreement and any additional terms that we agree with you.

3.6   The Company shall create and provide an Authorized User Account for all Authorized Users of the Customer whose names are notified to the Company from time to time.

4.   Obligations of the Customer

4.1   The Customer acknowledges that the Company's ability to provide the Services is dependent upon the timely co-operation of the Customer (which the Customer agrees to provide), as well as the accuracy and completeness of any information and data the Customer is required to provide to the Company. The Customer shall:

(a)   co-operate with the Company in all matters relating to the Services;

(b)   provide, in a timely manner, any materials or other information as the Company may reasonably request for the performance of its obligations under the Agreement, including (but not limited to) access to any relevant application programming interfaces ("**API**");

(c)   obtain and maintain all necessary licenses and consents and comply with all relevant legislation in relation to: (i) the Services; and (ii) the use of any materials or information provided pursuant to clause 4.1(b) above; and

(d)   where practicable to do so, provide reasonable co-operation to help diagnose bugs or any errors reported in the Customer's Website (if applicable) or any other product of the Services.

4.2   The Customer further acknowledges that it is responsible for all charges for internet access (including mobile data usage) charged by its internet service provider.

4.3   The Customer shall at all times use the Services in accordance with the Platform Fair Use Policy and the Company shall be entitled to monitor Customer's use of the Services to ascertain the Customer's compliance with the Platform Fair Use Policy and this Agreement.

4.4   The Customer shall provide such assistance as is reasonably requested by the Company in investigating the cause of any Service outages, security problems, and any suspected breach of this Agreement.

4.5   The Company may issue instructions about the use of the Services to the Customer which the Company thinks is reasonably necessary in the interests of safety or the quality of service to the Company's other customers. The Customer shall comply with all such reasonable directions.

4.6   If the Company's performance of its obligations under the Agreement is prevented or delayed by: (i) any act or omission of the Customer, its agents, sub-contractors or employees; and/or (ii) a breach by the Customer of any of its obligations under the Agreement, the Company shall not be liable for any Losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay. For the avoidance of doubt, in such circumstances the Customer shall pay in full for any Services which cannot be performed/provided by the Company.

4.7   If the Customer chooses, or is provided with, a user identification code, password or any other piece of information as part of the Company's security procedures, the Customer agrees that it shall treat such information as confidential and shall not disclose it to any third party. If the Customer knows or suspects that anyone other than the Customer knows its user identification code or password and/or the Customer has lost such code or password, it must promptly notify the Company in writing.

4.8   The Customer shall ensure that each Authorized User Account may not be used by more than one Authorized User unless it has been reassigned in its entirety to another Authorized User, in which case the prior Authorized User shall no longer have any right to access or use the Services. Customer agrees that it will be responsible for all activity that occurs or that is submitted on each Authorized User Account under the Customer's user identification code or password.

5.   Acceptance

5.1   Unless otherwise agreed in writing between the Parties, Services and any Deliverables will be deemed to have been accepted by the Customer on Delivery unless it notifies the Company of any valid reason for the withholding of its acceptance within three (3) Working Days of such Delivery.

5.2   Notwithstanding any provision to the contrary, acceptance of the Services and Deliverables shall be deemed to have taken place if Customer uses any part of the Services and Deliverables in the ordinary course of business or to provide services to third parties.

6.   Charges and Payment

6.1   In consideration for the provision of the Services by the Company, the Customer shall pay the Charges to the Company.

6.2   Subject to clause 6.3, Charges shall accrue from Delivery.

6.3   If Company is unable to make the Services available for use by the Customer or deliver the Deliverables in accordance with any agreed dates/ timescales for provision of the Services or delivery of the Deliverables as a result of any act or omission of the Customer (including but not limited to any failure by the Customer to implement any steps required in order to facilitate such Delivery), Charges shall accrue from the date on which we notify the Customer in writing that we are unable to Deliver the Services and/or Deliverables or sixty (60) days after Commencement Date, whichever is sooner.

6.4   The Customer agrees that if, at any time during the Term, it exceeds the Annual Revenue Limit and/or the Maximum Number of Products, the Company shall be entitled to charge, and the Customer shall pay, an additional monthly platform subscription charge as set out in the Order Form or the Company's price list (as amended from time to time).

6.5   The Company may increase the Charges on each anniversary of the Commencement Date, provided always that any such percentage increase shall not exceed that of the CPI in the preceding 12-month period.

6.6   All Charges are invoiced quarterly in advance and (save for any amounts disputed by the Customer acting reasonably) shall be paid by the Customer within thirty (30) days of the date of the invoice ("Due Date") by bank transfer or such other means as set out in the Order Form, without any set off, restrictions, conditions, or withholding sums.

6.7   In the event that Customer disputes any invoice (or part thereof), the Parties shall negotiate in good faith to resolve such dispute. Notwithstanding any dispute, the Customer shall pay any undisputed portion of the applicable invoice in accordance with the payment terms set out in clause 6.6.

6.8   All sums due to the Company are exclusive of any applicable sales tax or duty, which shall be paid by the Customer, at the rate and in the manner, prescribed by law.

6.9   Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Charges to the Company by the Due Date, the Company may:

(a)   charge interest on such sum from the Due Date at the rate of interest then in force for judgment debts, accruing on a daily basis and being compounded quarterly until payment ismade, whether before or after any judgment; and/or

(b)   on not less than 7 days' prior written notice, suspend the Services until payment has been made in full; and/or

(c)   require payment by Customer to the Company of all reasonable costs and expenses incurred by the Company in connection with recovering such Charges.

7.   Service Suspension

7.1   The Company may from time to time suspend a Service in accordance with the SLA provided that it shall comply with the provisions of paragraph 2.3 of the SLA.

7.2   Neither Party shall be liable to the other Party for any loss, damage or inconvenience suffered by the other Party as a result of any suspension pursuant to clause 7.1 above.

8.   Warranties

8.1   In performing its obligations under the Agreement, the Company hereby warrants, represents, and undertakes that:

(a)   the Platform and Services shall, under normal operating conditions, substantially conform to the functionality described in the Service Description;

(b)   it shall provide the support services with reasonable skill and care;

(c)   neither the use of the Platform or the Services by Customer will infringe the rights of any third party, including any Intellectual Property Rights;

(d)   it will at all times comply with all applicable laws and regulations with respect to its activities under the Agreement and any part of the Platform; and

(e)   it has the authority to enter into and fully perform its obligations under the Agreement.

8.2   The Customer hereby warrants, represents and undertakes that:

(a)   each Order Form is and/or shall be executed by a duly authorized representative of the Customer;

(b)   it has the authority to enter into and fully perform its obligations under the Agreement; and

(c)   it will at all times comply with all applicable laws and regulations with respect to its activities under the Agreement and any part of the Platform.

8.3   If any of the warranties in clause 8.1 is breached, the Customer must notify the Company as soon as possible. The Customer must give the Company a reasonable time to fix the problem, including (in the Company's discretion) by making available a corrected version of the Platform and/or Service (as the case may be) or a reasonable way to work around the problem that is not materially detrimental to the Customer and/or by re-performing any relevant services. This will be done without any additional charge to the Customer. If the Company is able to do this within a reasonable time, this shall be the Customer's sole and exclusive remedy in relation to such breach and the Company will, subject to clause 9.1, have no other obligation or liability in relation to such breach.

8.4   Except for the express warranties set out in the Agreement, and subject only to clause 9.1, all other warranties and conditions, expressed or implied by statute, common law or otherwise (including any implied terms relating to satisfactory quality or fitness for any purpose) are, to the fullest extent permitted by law, excluded from the Agreement. In particular, the Company does not warrant that the operation of the Platform or the provision of the Services will be uninterrupted or error-free.

9.   **Liability**

9.1   Nothing in this Agreement excludes or limits either Party's liability:

(a)   for death or personal injury caused by or arising from that Party's negligence;

(b)   for fraud misrepresentation or for any other fraudulent act or omission; or

(c)   any other liability which cannot be limited or excluded by applicable law.

9.2   Subject to clause 9.1, neither Party (the "First Party") shall be liable to the other Party (the "Second Party") (whether in contract, tort (including for negligence) breach of statutory duty, under any indemnity or otherwise), for:

(a)   any Losses arising out of any circumstances where the Second Party or any person acting on behalf of the Second Party is negligent;

(b)   any loss of profits, loss of business, loss of revenue, loss of contracts or agreements and/or loss of anticipated services;

(c)   any loss or corruption of data;

(d)   any defects in third party software products or equipment;

(e)   any failure or delay in performance of third party services (including, without limitation, hosting services), whether or not the third party service provider is contracted by the First Party;

(f)   any fines awarded against the Second Party by a Regulatory Body to the extent arising from or in connection with a breach by the First Party of any law; and/or

(g)   any category of indirect, special or consequential loss or damage.

9.3   Subject to clause 9.1, the Company shall not be liable, whether in contract, tort (including negligence), breach of statutory duty, under any indemnity or otherwise, for any loss, damage, expense or liability incurred or sustained as a result of:

(a)   the use of the Platform and/or the Services except for its normal intended purpose;

(b)   any adaptation or modification of the Platform and/or the Services, or integration or combination with any other equipment, software, product or material not supplied by the Company, in each case carried out by anyone other than the Company or without the Company's express written consent;

(c)   any defect arising in the Platform as a result of misuse, willful damage, negligence on the part of anyone other than the Company, abnormal operating conditions or any failure by the Customer to follow any instructions of the Company as to use; or

(d)   any data or materials provided by or on behalf of the Customer and any failure to keep such data up-to-date.

9.4   Subject to clauses 9.1, 9.2 and 9.3 above, the Company's total aggregate liability to the Customer in respect of all causes of action arising under or in connection with the Agreement and any use made by the Customer of the Services, the Deliverables or any part of them (whether for breach of contract, tort (including negligence),breach of statutory duty, under any indemnity or otherwise), but excluding liability arising for any breach of the provisions at clause 12, shall be limited to the greater of: (i) a sum equal to the Charges paid by the Customer to the Company in the preceding 12 months (or, if the Agreement has been in existence for less than 12 months, in the period from the Commencement Date); and (ii) $20,000. Subject to clauses 9.1, 9.2 and 9.3 above, the Company's total aggregate liability to the Customer in respect of any breach of the provisions at clause 12 and Schedule 4 shall be limited to two and one half million dollars ($2.5 million).

9.5   Should any limitation or provision contained in this clause 9 be held invalid under any applicable statute or rule of law it shall to that extent be deemed omitted from this Agreement and it shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement.

9.6   The Parties hereby accept and agree that service credits are the sole remedy available to the Customer for any breach by the Company of the terms of the SLA.

10.   Term and Termination

10.1   The Agreement shall come into effect on the Commencement Date and, unless terminated in accordance with clauses 10.3 or 10.4, shall continue for an initial term of 12 months from Delivery ("Initial Term"), save as may otherwise be agreed in the Order Form, after which it shall automatically renew for further periods of 12 months each (each a "Renewal Term").

10.2   Either Party may terminate the Agreement and/or a specific Order Form with effect from the last day of the Initial Term or any Renewal Term by giving to the other not less than ninety (90) days' prior notice in writing.

10.3   Either Party may terminate this Agreement forthwith by immediate notice if:

(a)   the other Party has committed a material breach of the terms of the Agreement and such breach is either incapable of remedy or the other Party has failed to remedy the breach within thirty (30) days of being given written notice by the other Party specifying the breach and requiring its remedy;

(b)   a Force Majeure Event affecting a Party's obligations continues for a period of at least thirty (30) days; and/or

(c)   the other Party has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose ofa bona fide scheme of solvent amalgamation or reconstruction) or a court of c o m p e t e n t j u r i s d i c t i o n makes an order to that effect or if the other Party becomes subject to an administration order or enters into any voluntary arrangement with its creditors.

10.4   Without limiting its other rights or remedies, the Company may terminate this Agreement on 30 days' written notice to the Customer in the event of a failure by the Customer to pay any amount due to the Company under the Agreement by the Due Date.

10.5   Upon termination of the Agreement:

(a)   and upon request, each Party shall immediately return to the other Party any materials delivered to it by or on behalf of the other Party which are Confidential Information of the other Party;

(b)   all and any licenses granted to the Customer under the Agreement shall terminate with immediate effect; and

(c)   all amounts payable to the Company by the Customer shall become immediately due and owing. For the avoidance of doubt, no refund of fees paid in advance shall be due in respect of any unexpired portion of the then-current term.

10.6   Termination of this Agreement shall be without prejudice to the Parties' accrued rights and obligations and shall not relieve the Customer of its obligation to pay any Charges incurred prior to the date of termination.

10.7   The following provisions of these Conditions shall continue to be enforceable notwithstanding termination of this Agreement: clauses 1, 8, 9, 10.5 to 10.8, 11, 12, 13, and 18.

10.8   Except where expressly stated, the Customer agrees that the Company shall not be liable to the Customer or any third-party for any termination of this Agreement or any suspension or restriction of the Customer's access to the Services.

11.   Intellectual Property Rights

11.1   Except to the extent set out in this clause 11 or any Order Form, each Party agrees that it neither has nor will obtain any rights in or to the other Party's Intellectual Property Rights. Each Party's Intellectual Property Rights shall remain the property of that Party and nothing herein contained shall be construed as granting to either Party any rights to or under any of the other Party's trade or service marks or names.

11.2   The Customer hereby grants to the Company a non-exclusive license to use any and all content supplied to the Company by the Customer for the purpose of providing the Services and carrying out its obligations under this Agreement.

11.3   Subject to full payment of the applicable fees and subject to the other provisions of the Agreement, the Company hereby grants to the Customer a non-exclusive license to use the Platform during the Term for the purpose of accessing and using the Services for the purposes set out in the Order Form only and otherwise in accordance with the Agreement, provided always that neither the Platform nor the Services may be resold, transferred or reused by the Customer for any other purpose (including for the purposes of creating any derivative product or service). The Customer may not sub-license the right to access and/or use the Platform or the Services to any third party.

11.4   The Customer acknowledges that during the course of delivering the Services, the Company may write or create or procure the writing or creation of new works and that, as between the Company and the Customer, ownership of the copyright and all and any other Intellectual Property Rights in such works are vested in the Company and that nothing shall prevent the Company from, and the Company shall at all times be entitled to, reuse the same in carrying on its business and for other clients.

11.5   The Company shall indemnify the Customer for and against all Losses suffered or incurred by the Customer arising out of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with use of the Platform, provided that, if any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity ("Claim"), the Customer:

(a)   as soon as reasonably practicable, gives written notice of the Claim to the Company, specifying the nature of the Claim in reasonable detail;

(b)   does not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Company (such consent not to be unreasonably conditioned, withheld or delayed); and

(c)   gives the Company and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Customer, so as to enable the Company and its professional advisers to examine them and to take copies (at the Company's expense) for the purpose of assessing the Claim.

11.6   If use of the Platform becomes, or in the opinion of qualified legal counsel is likely to become, the subject of any such claim, the Company may:

(a)   replace all or part of the Platform with functionally equivalent software or documents without any charge to the Customer;

(b)   modify the Platform as necessary to avoid such claim, provided that the Platform (as modified) functions in substantially the same way as the Platform before modification; and

(c)   procure for the Customer a license from the relevant claimant to continue using the Platform.

11.7   This Agreement will be terminated if use of the Platform is determined in a court of law to be infringing, and the Company is unable, after best efforts, to procure for the Customer the right to continue using the Platform or to provide the Customer with functionally equivalent non-infringing software.

11.8   Nothing in clauses 11.5 to 11.8 shall restrict or limit the Customer's general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

12.   **Data Protection**

12.1   We will deal with any personal information that we collect or that you provide to us relating to your directors, officers, employees, contractors and agents in accordance with our obligations under the General Data Protection Regulation ((EU) 2016/679) as implemented in the UK (as supplemented, amended or replaced from time to time), all applicable federal and state data protection laws in the United States, our privacy policy (a copy of which is available on our website at https://www.intelligentreach.com/privacy-policy/) and your instructions. We use this information primarily to provide you with the Services and for related purposes including (i) updating and enhancing our customer records, (ii) analysis to help us manage and improve our products and services, and (iv) legal and regulatory compliance.

12.2   The Parties agree and acknowledge that the Company will be processing Personal Data on behalf of the Customer when performing its obligations under this Agreement, and further agree to comply with the terms set out in Schedule 4 in respect of such processing.

13.   Contents of Communications

13.1   The Customer shall only use the Services for lawful purposes and is responsible for all communications and use of the Services. The Customer shall not at any time use (or authorize or suffer any other party to use) the Services to receive or transmit material which is in violation of any law or regulation.

13.2   The Customer has sole responsibility to ensure that it has the necessary rights to publish all material on the Customer's Website.

13.3   The Customer hereby permits the Company to use its logo to indicate that it is a client of the Company for the duration of the Term subject to complying at all times with any branding instructions or guidelines notified to the Company by the Customer. It is acknowledged and agreed that Customer may withdraw such approval at any time at its discretion.

13.4   The Customer shall, upon the Company's reasonable request and at the Company's cost, participate in case studies with the Company, the content of each case study shall be subject to written agreement by both Parties.

14.   Severability

If any provision or part-provision of the Agreement is or becomes illegal, invalid or unenforceable the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision. If such amendment is not possible, the relevant provision or part-provision shall be deemed deleted. Any amendment to or deletion of a provision or part-provision under this clause 14 shall not affect the validity and enforceability of the rest of the Agreement.

15.   Variation

The terms of this Agreement may not be varied or amended by the Parties, save by express agreement in writing.

16.   Force Majeure

Without prejudice to clause 10 of this Agreement, neither Party shall be liable for any delay or failure in performance of any of its obligations under this Agreement (other than payment obligations set out in clause 6) to the extent that such delay or failure is attributable to a Force Majeure Event, and the Term shall be extended by the period of time during which the Service is rendered unavailable.

17.   No Partnership or Agency

Nothing in this Agreement and no action taken by the Parties pursuant to this Agreement shall constitute or be deemed to constitute between the Parties a partnership, association, joint venture, or other cooperative entity, and nothing this Agreement is intended to or shall authorize 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).

18.   Confidentiality

18.1   The Customer and the Company will keep confidential any and all Confidential Information exchanged between the Parties (whether prior to or after the Commencement Date) and will not divulge the same to any person (other than their employees who need to know the information) without the prior written consent of the other Party.

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

18.3 The provisions of clause 18.1 shall not apply to any Confidential Information which:

(a) is or comes into the public domain other than by breach of the Agreement;

(b) is or has been independently generated by the recipient Party without access to Confidential Information;

(c) is required to be disclosed pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulatory body.

19. Assignment and Other Dealings

19.1 We may, without your consent, assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of our rights and obligations under this Agreement.

19.2 The Customer may, without our consent, assign or transfer any or all of its rights and obligations under this Agreement to any third party that acquires the whole or substantially the whole of the Customer's business, provided that the third party acquirer does not compete with the Company. Except as set out in this clause 19.2, the Customer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

20. No Waiver

Failure by either Party to exercise or enforce any right conferred by this Agreement shall not be deemed to be a waiver of any such right nor to operator so as to bar the exercise of enforcement of any such or other right on any later occasion.

21. Notices

21.1 All notices or other communications required in connection with the Agreement shall be in writing and sent by hand, first class prepaid post or by email to the relevant address set out in the Order Form or such other address as either Party may notify to the other in writing.

21.2 Notwithstanding clause 21.1, any notice to terminate the Agreement must be sent in hard copy.

21.3 All notices shall be deemed served:

(a) in the case of by-hand delivery, on the day of delivery;

(b) in the case of first class post, two Working Days after the day of posting in a properly addressed and stamped envelope; and

(c) in the case of email, at noon on the Working Day after such message was sent and, in proving service, it shall be sufficient to produce a computer printout indicating that the message was sent to the recipient's email address.

21.4 This clause does not apply to the service of any proceedings or any documents in any legal action or other method of dispute resolution.

22. Entire Agreement

22.1 This Agreement and any documents referred to herein expresses the entire understanding of the Parties relating to its subject matter and supersedes all previous written or oral agreements, understandings, or representations (unless fraudulently made) insofar as they relate to its subject matter.

22.2 Each of the Parties acknowledges and agrees that in entering into this Agreement, and the documents referred to in it, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement. Nothing in this clause 22.2 shall, however, operate to limit or exclude any liability for fraud.

23. Rights of third parties

No provision of the Agreement is intended to or does confer upon any third party any benefit or right enforceable at the option of that third party against either Party.

24. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of the State of Delaware, without giving effect to the conflicts of laws doctrines, and the Parties shall submit to the exclusive jurisdiction in the Court of Chancery of the State of Delaware or, if such Court does not have subject matter jurisdiction, to the Superior Court of the State of Delaware or, if jurisdiction is vested exclusively in the Federal courts of the United States, the Federal courts of the United States sitting in the State of Delaware, and any appellate court from any such state or Federal court, and hereby irrevocably and unconditionally agree that all claims with respect to any such claim shall be heard and determined in such Delaware court or in such Federal court, as applicable.

Schedule 1
Order Form
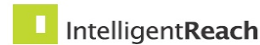
IntelligentReach

Intelligent Reach, Inc.
PO Box 785229
Winter Garden, FL 34778

Commencement Date:
Currency   USD

Customer Details:	Customer Name
Address	Address
	Address
	Address
Contact	
Email address	
Company EIN	

Customer Countries or Domains included

Additional domains or territories can be added at any time and their total variant products will be added to make the total merchant SKU tier on which the monthly data management module cost will be determined

Purpose for which license to use and access the Services is granted	Merchant: Customer's internal business operations. Customer agrees not to use the Services for the benefit of any third party.

Monthly Platform Charges

Service Description				Service Tier	Number of Products	Total Monthly Costs
	Data Management Module			Current Product SKUs	<[TBC]>	
Platform Features Included	Data Management	Yes	Trading Intelligence	No	Pricing for Alternative Tiers	
	Reporting & Analytics	Yes	Tag Management	Yes		
Channels Included	Google PLA	Yes	CSEs	Yes		
	Bing Shopping	Yes	Facebook	Yes		
	Affiliates	Yes	Display	Yes		
	Content Experimentation Module			List Price	<[TBC]>	
Functionality Included	Content Tests	Yes	A/B Testing	Yes		
	Product Type Tests	Yes	Before/After Testing	Yes		
	Image Tests	Yes				
	Data Connector Module			List Price	<[TBC]>	
Number of Accounts/Territories				1-3 account/territories - Single reporting connection	$390	
				Additional 10 accounts/territories - Single reporting	$80	
	Marketplaces Module					**Excluded**
Marketplaces Included	eBay	Yes	Amazon	No		
	Other	No	If 'Yes' please List			
	Performance Management Module					
	TOTAL MONTHLY PLATFORM CHARGES					$0

Monthly Professional Service Charges

Service	IR Resource	Hours	Total Monthly Cost
Standard Support	Data Quality Expert	Up to <[TBC]> Hours	$0
Strategic Support	Customer Success Manager	Up to <[TBC]> Hours	$0
Hours cover strategy, content optimization, data cleansing, day to day queries. Focus of hours will be agreed throughout the term of the contract and documented in the client project portal.			
TOTAL MONTHLY PROFESSIONAL SERVICES CHARGES			$0

One Off Charges

Service	IR Reource		Total Cost
Setup			
TOTAL OPTIONAL ONE OFF SERVICES CHARGES		0.00	$0

Notes and Conditions

Term: 12 Months   X   24 Months   ☐   36 Months   ☐

The Agreement shall come into effect on the Commencement Date. The initial term will run for the Term indicated above, starting from Delivery

All prices quoted are exclusive of Taxes

Billing for the Service will commence on go live or 60 days after Commencement Date, whichever is sooner

For notices relating to this agreement, Intelligent Reach will use the contact details above. For notices to Intelligent Reach, please email billing@intelligentreach.com

By signing below the customer expressly acknowledges and agrees to the Intelligent Reach Terms and Conditions for the provision of this Service, a copy of which can be found at: https://www.intelligentreach.com/terms/

Customer Signature	Date	Intelligent Reach Signature	Date
Customer Name	Position	Intelligent Reach Name	Position
Customer PO Number (if required)		Intelligent Reach, Inc. - EIN:	38-4220734

Schedule 2
Service Description

Definitions

Platform Application
The Platform Application consists of 4 main modules. These are:
1.Data Management Module
2.Experiment Module
3.Data Connector Module
4.Marketplace Module

Data Management Module
The Data Management Module will be set up to ingest Source Data. From this a Core Master Feed set is created by optimizing the Source Data. Once created, this will be used to produce optimized Partner Feeds which will be sent to the required partner sites, such as Google Shopping, Comparison Shopping Engines (CSE's) and Affiliate Networks etc. The Partner Feeds will be sent out as and when required by the partner sites or made available for the partner to pull the latest data available. This Partner Feed will include required attributes such as Product Title, Description, Product Landing Page URL, Image URL's, Price, Stock level, Category, Brand and as many other relevant product attributes as can be taken from the provided Source Data.

Experiment Module
The Experiment Module enables testing of different product content to determine which yields the better results.

Data Connector Module
The Data Connector Module enables the importing, via APIs, of third-party data for use within the platform

Marketplace Module
Partner Feeds will be distributed to supported marketplace Partners in the appropriate format to enable listing of products on the marketplace. Through the Marketplace Module, the Customer may also:
1)   Import orders from the marketplace
2)   Export orders into the Customer's systems using APIs
3)   Import Dispatch and tracking information from the Customer's API
4)   Export Dispatch and tracking information to the marketplace.

Source Data
This is the data provided by the Customer and/or extracted from the Customer's website via Bespoke Plug-ins or Scrape Services and is used to create the Core Master Feed.

Core Master Feed
An optimized set of data which is organized and structured in a standard Intelligent Reach format and may include: (i) information about the Customer or (if applicable) its client's product inventory, pricing, stock information, product images; (ii) links to the Customer or (if applicable) its client's Website; (iii) product reference data; and/or (iv) other product attributes. From this, the various Partner Feeds can be created.

Partner Feeds
A Partner Feed contains the data from the Core Master Feed organized and formatted to the particular requirements of a given Partner. The Intelligent Reach Platform supports many Partners, across many countries and provides the capability to create additional Partner Feeds as required. If there is no current support for a required partner site and the setup is a standard inventory only integration, then this Partner will be added for the benefit of the Intelligent Reach community of users. Typically, we will set this partner up within 4 days from when we receive all the data format information required. Please use the services desk to submit a new partner request (help@intelligentreach.com)

Any non-standard Partner site set ups, requiring non-standard work effort, will be subject to one off set up charges. All costs will be agreed prior to any work being performed.

Scrape Services
When necessary and agreed, data may be extracted from the Customer's website by using web scraping technology and used in whole or part to create the Source Data.

Plug-In and API Services

These are software interfaces that interact with the ecommerce platform used by the Customer to allow extraction of data in order to create the Source Feed.

Customer Delivery

The Intelligent Reach Customer Delivery Team will work with you to get you set up on the Intelligent Reach platform. This will involve creating a Go Live plan, which works through the various stages of system integration, including product data, tags and order system integrations (the latter is only applicable if using Marketplaces). The Customer Delivery Team will work with our Data Quality Team to get your product data set up and optimized on the Intelligent Reach platform, merging multiple data sources, scraping for missing data to enhance your data (through supplementary data extraction which might lead to extra charges) or querying API; then pulling it all together in our platform. This creates the most relevant and perfect product data which can be used across any of our integrated online Partners. If you have opted for one of our bespoke Managed Services packages, your Account Manager will work with you to support the roll out across your required Partners sites. If you are on a self-managed program one of our Customer Success Managers will get in touch to arrange your activation training.

Partner Feed Creation Process

1. Partner Feeds are created within the Intelligent Reach system and are available via URL to Partners. Partner Feeds are created when the Source Data is updated so will contain the very latest information in them for a specific Partner. If the Partner has any problems downloading the Partner Feed they are presented with an error page containing a support email address. This email address is manned during Working Hours. Any overnight errors are dealt with as soon as possible on the next Working Day by our Integration Managers.
2. The Partner Feeds will be category aligned to the Partners taxonomy (if it exists), including category IDs where required.
3. If required, rules can be set to change any of the content in the feed for specific Partners such as "40% off Laptops until Sunday" added to the titles of all laptops.
4. The Partner Feeds will be in the output format required by the Partners.
5. Automated alerts tell us if the Partner has not been updating the Partner Feed to the agreed schedule and our Integration Team will contact the Partner's technical contacts to resolve this issue.

Reporting & Analytics

The Intelligent Reach Platform has a wide range of performance, Data Management, Order and deeper analytics reports which are available to you if this service is part of your agreed package. You can provide report-only access to the platform or schedule reports to be emailed to key team members to ensure everyone knows the impact of your activity on the Intelligent Reach platform. In short, it shows how the service delivers business value.

Please read the section on Tag Deployment to use our tags and ensure you get the optimum ROI from your investment in the platform.

Tag Management & Deployment

If you will be using the Analytics part of the Intelligent Reach platform then you may need to deploy our tracking tags onto your product, basket and checkout pages. Our tags are in the library of most of the big Tag Management providers. Given tag deployment can often take a number of weeks; if you don't have a Tag Management provider we would ask that you start this deployment process ASAP. In order to benefit fully from the Intelligent Reach platform we would ask that you fire our tags **unconditionally**. In order to do this, it's best practice to deploy our container tags, even inside other container tags (which is what the Tag Management solutions use). Should your requirement for tag management be less sophisticated than deploying onsite technologies (such as test and target) you have access to our free container tag tool; the checkout element of which may assist with additional Insight Services, automatic de-duplication and optimization both onsite and in terms of channel efficiencies. It also allows the automated conditional firing of 3rd party tags i.e., Criteo, Ebay Content Network etc.

Managed Services

Intelligent Reach has a Managed Services Team focused on delivering high quality services for those customers wishing to contract for this expertise. Based on your requirements, we will create a package of services, based on a combination of the below service types:

1. **Account Management:** Utilizing our experienced Account Management function ensures the smooth running of your ongoing campaigns. Use the hours for daily/weekly/monthly calls or Quarterly Business reviews, this team will ensure other Intelligent Reach teams are working in a coordinated fashion to deliver the best results for your business.
2. **Customer Success Managers (CSMs):** Utilizing our Product experts to provide fully outsourced campaign management and partner growth allows you to concentrate on what you do best, while the CSMs look to consistently grow your online revenue and performance.
3. **Data Quality Management**: Our data team is available to hire, working from our initial product data review they engage on short-term or long-term projects to improve product data quality in feeds, driving your product exposure and revenues.

Our managed services and service desk delivers to the agreed SLA ensuring your expectations are exceeded.

Training & User Enablement

Customer Success Managers can take you through an initial training program to ensure you are ready and enabled to use the Intelligent Reach platform to drive your online revenues.

Schedule 3
Service Level Agreement and Service Management

Intelligent Reach Service Management provides a framework whereby the service and interactions related to the delivery and support of the Service are managed in accordance with customer service best practices. The following schedule outlines the Service Level Availability (SLA) arrangements for Service Delivery and the Service Level Agreement (SLA) arrangements for the Service Support.

A.   SERVICE DELIVERY - SERVICE LEVEL AVAILABILITY

1. Service Level Availability Definitions

The following definitions and rules of interpretation apply in this schedule:

Emergency Maintenance	Means maintenance required as a result of conditions beyond Intelligent Reach reasonable control. Emergency maintenance may occur at any time, as Intelligent Reach deems necessary.
Scheduled Maintenance	Means the period of time where Intelligent Reach performs scheduled maintenance, making reasonably commercial efforts to schedule outages for essential maintenance and updating which will occur on weekends and/or off-hours and no more than 12 times during each calendar year. Intelligent Reach will provide at least one (1) day's advance notice for standard maintenance.
Outage	Means the period (measured in minutes) during which Availability is lower than the applicable service level, as defined (excluding any Permitted Outage)
Permitted Outage	Means any Outage which is caused by the following:
	a. Activities Customer directs, denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including third party carriers or other vendors), or any event beyond Intelligent Reach's reasonable control.
	b. Periods of Scheduled Maintenance or Emergency Maintenance activities which result in an Outage;
	c. Any failure of network, equipment and/or circuits which are not operated by the Company; and/ or are external to the Company' premises;
	d. Customer provided content or errors including, but not limited to, corrupt feeds, poor integration;
	e. System administration, commands, file transfers performed by Customer representatives;
	f. Work performed at Customer request (for example additional technical assistance);
	g. Lack of availability or untimely response time from Customer to respond to incidents that require its participation for source identification and/or resolution, including meeting Customer responsibilities for any prerequisite services;
	h. Customer breach of its material obligations under this Agreement; and/or
	i. Customer's performance of any, technical security integrity review, penetration test, or vulnerability scan.
BAU	Means normal day to day ("Business as Usual") operation following Customer Delivery.
Conditions	Means the Company's standard terms and conditions.
Source Data	This is the data provided by the Customer and/or extracted from the Customer's website via Bespoke Plug-ins or Scrape Services and is used to create the Core Master Feed
Partner Feed	Means the data in your Core Master Feed organized and formatted to the particular requirements of a given Partner
Data Feed Creation	Means the process of merging multiple data sources to create a single optimized Core Master Feed.
Core Master Feed	An optimized set of data which is organized and structured in a standard Intelligent Reach format and may include: (i) information about the Customer or (if applicable) its client's product inventory, pricing, stock information, product images; (ii) links to the Customer or (if applicable) its clients' Website; (iii) product reference data; and/or (iv) other product attributes. From this, the various Partner Feeds can be created.
Data Extraction	Means the process of extracting content from the Customer's Website using Scrape Services or Plug-In and API Services.
Fault	Means any failure of the Service to operate in a material respect in accordance with the Service Description.
Partner	Means a partner site of the Customer, such as an affiliate or shopping site that the Company shall provide Data Feeds to.
Platform Application	Means the Intelligent Reach Platform, which allows optimized Partner Feeds to be sent to Partners.
Plug-In and API Services	Means software interfaces that interact with the ecommerce platform used by the Customer to allow extraction of data in order to create the Source Feed.
Scrape Services	When necessary and agreed, data may be extracted from the Customer's website by using web scraping technology and used in whole or part to create the Source Data.
Service Credits	Means credits given to the Customer based on the availability of the Intelligent Reach platform, as defined in the Service Levels & Credits section below.
Service Request	Means a request made by the Customer in accordance with this schedule for support in relation to the Service, including correction of a Fault.

2. Service Levels & Credits

2.1. During the Term, the Company will use reasonable commercial efforts to ensure that the Service will meet or exceed the Availability as defined in the table below:

Service	Availability
Partner Feed Service	99.9% of the time, 7 days a week, and 24 hours per day, as measured on a rolling 90 day basis Availability shall exclude, and the Company shall not be responsible for, any Outage which occurs as a result of Permitted Outage.
Scrape Service	99.9% of the time, 7 days a week, and 24 hours per day, as measured on a rolling 90 day basis Availability shall exclude, and the Company shall not be responsible for, any Outage which occurs as a result of Permitted Outage.
Platform Application	99.9% of the time, 7 days a week, and 24 hours per day, as measured on a rolling 90 day basis Availability shall exclude, and the Company shall not be responsible for, any Outage which occurs as a result of Permitted Outage.
Plugin and API Services	99.9% of the time, 7 days a week, and 24 hours per day, as measured on a rolling 90 day basis Availability shall exclude, and the Company shall not be responsible for, any Outage which occurs as a result of Permitted Outage.

2.2. When calculating periods of Service availability for the purposes of paragraph 2.1 above, unavailability due to a "Permitted Outage" shall be excluded.

2.3. Notwithstanding the above, the Company may suspend availability of the Services from time to time for necessary "Scheduled Maintenance" outside of Working Hours provided always that: (i) it provides 1 days' notice of such suspension in writing; and (ii) the period of suspension is not more than one hour per calendar month.

2.4. In the event that an interruption to the availability of the Services is reported by the Customer in accordance with the escalation procedure as set out in this Schedule, and the Company confirms such interruption; then the Customer will be entitled to a sum equal to the average daily Platform Fee payable by Customer over the preceding 3 months x period (in days) for which the Service is unavailable. However, if the Partner Feeds are still functioning and updating then no claim for service credits can be made.

2.5 Any service credits need to be claimed within 30 days and will be credited against the oldest outstanding invoices. Please email billing@intelligentreach.com to claim your credits.

B. SERVICE SUPPORT - SERVICE LEVEL AGREEMENT

3. Reporting Issues - Service Desk Processes

The Company Service Desk operation is comprised of an integrated multi-helpdesk model to ensure the best possible customer service to our customers. The Service Desk provides Customers and Partners, as well as those acting on behalf of Customers, with a single point of entry to log issues and requests– technical or otherwise – within the Customer Success Department.

If the Customer becomes aware of any Fault in the Service during Working Hours, the Customer may submit a support request as follows:

3.1 Service Desk Operations

Working Hours	8am – 5pm ET • the Company is not obliged to provide support services outside of Working Hours and the below Response Times shall be calculated by reference to Working Hours; and • as the update of a partner's site is outside the control of the Company, time taken for any such update shall be excluded when calculating of the Response Time to a Service Request.
Service Desk Contacts	Online Web Portal: http://support.intelligentreach.com/ Via Email: help@Intelligentreach.com
Escalation	In the event an issue, particularly if it is urgent / critical, has not been addressed satisfactorily and needs to be escalated, escalation points are: • Your Customer Success Manager • Head of Customer Success & Performance • Chief Customer Officer
Location	Support shall be performed by Intelligent Reach from its premises.

3.2   Issue Management Definitions

Incident	An unplanned interruption or an issue that arises that is outside of the standard operation of service, and which causes, or may cause, disruption to or a reduction in the quality of services and customer productivity. An Incident might give rise to the identification and investigation of a problem. Incidents are bound by an SLA.
Problem	An unknown cause of one or more existing or potential Incidents. The cause is not usually known at the time Problem Record is created, and the Problem Management Process is responsible for further investigation. Problems are managed in accordance with 3.3.2 Problem Management and do not have an SLA. Resolution times are subject to business priority and development schedules.
Request for Change	An amendment or change of requirement to an existing BAU service. A request is not classified as an incident, however it is possible that a Request for Change (RFC) may arise subsequent to an incident or a problem. A request will undergo an impact assessment, as defined in this schedule, before it is actioned.
Question	Request for further information, for example guidance "how-to" or enquiries instruction or guidance on design, enhancement requests or recommendations for product improvement.
Acknowledgement	A ticket is received and an immediate acknowledgement with the ticket reference and instructions of how to follow up is provided via email.
Response Time	This is defined as the time it takes for the Intelligent Reach Service Desk to respond in person to a Customer once a ticket has been logged in our system. Response time goals are relative to the impact of the reported issue on the customer environment, and measured from the time the incident is created on the helpdesk, until the time the ticket has been assigned to an agent and the customer notified their issue is being addressed. The times provided are our targets, however these are generally exceeded, with the support teams providing constant and regular communication throughout the duration of the ticket life cycle.
Target Resolution Time	This is defined as the time it takes to resolve the customer's issue or provide the appropriate information required by the requester. Resolution time is measured from the time an incident is received on the service desk, until the customer has been notified their issue has been resolved. Meeting the resolution time targets are occasionally dependent on customers providing additional information to the service desk to assist their investigation, and where this information is not provided resolution time may be extended. Where a scrape service rather than a source feed is affected, Target Resolution is said to be at the point by which the fix/ addition has been added to the feed and not once reflected in a scrape refresh.
Resolution	This is defined as the action taken to repair the root cause of an incident, or to implement a workaround that will relieve the impact on the business operations and service. Resolution may consist of one or more of the following: a. A permanent solution is provided and the customer is no longer experiencing the issue b. For P1 incidents, an interim solution or workaround is provided, enabling the customer's business to operate until a more comprehensive solution is provided c. Notification to the customer that the issue is a known one, or has been flagged as a problem requiring additional development work that falls outside the incident management process d. A workaround whereby the customer is able to continue using the system while a more permanent solution to address the issue raised is found e. Where a request for more information has been made, which would assist the Service Desk in determining the next steps toward potential problem resolution, but no response has been provided by the customer in a reasonable time frame f. Where an issue is outside the control of the Intelligent Reach system or service, but where a possible workaround or guidance to help mitigate the impact of the issue has been offered g. Where it has been diagnosed the Intelligent Reach service and/ or code has been substantially modified and/ or obfuscated in such a manner whereby the Intelligent Reach team are unable to provide a workaround via the service desk, and the Customer is directed to the 3rd Line team for further assistance

3.3   Issue Management Processes

3.3.1   Incident Management

3.3.1.1   When a Customer has an issue they cannot solve on their own or by using any of the resources made available by Intelligent Reach, the Customer may contact the Intelligent Reach Service Desk to log an incident. Contact information for Service Desk is provided in the contact table above.

3.3.1.2   When a submission is made to the Service Desk, either via email or web portal a ticket is generated and the requestor is sent an immediate acknowledgement and ticket number for reference. The ticket is placed in the Frontline queue for triage by an agent, who will do an initial review and assessment of the ticket, and will of course respond to the requestor to confirm receipt thereof.

3.3.1.3   Before logging an incident with the Intelligent Reach Service Desk, the Customer should:

- Verify that the issue is indeed with Intelligent Reach Service and not third-party hardware, software, or other internal systems or configuration.
- Attempt to reproduce the issue and determine if it occurs consistently.
- Determine if the issue occurs on a local machine or on multiple machines in the Customer environment.

3.3.1.4   To log an incident, the Customer should always provide full details and steps to reproduce the issue, including where possible, error logs, version and configuration information, screenshots. The Service Desk team will provide detailed guidance to the Customer during the transition to BAU phase on the Service Desk procedures and minimum requirements for logging of tickets.

3.3.1.5   During the course of the incident investigations, the Service Desk may require access to internal environments in order to perform remote diagnostic procedures. IP details for whitelisting (if relevant) are provided at the point of integration if access is restricted. The Customer will provide reasonable assistance and access to the Intelligent Reach Service Desk to enable the Engineers to support the Customer. Where the Service Desk is not provided with access to these internal systems, resolution times may be impacted.

3.3.1.6   Technical support does not cover issues arising as result of misuse or alteration of the Intelligent Reach Service or any of its components, or support related to third party hardware, software, network or related systems.

3.3.1.7   Intelligent Reach Service Desk Engineers assign Priority levels to incidents based on the issue severity and the impact to the services. Where the Customer feels that the priority of the incident should change, this may be requested via the ticket, which will then be escalated to the Customer Success Director for review. Intelligent Reach reserves the right to make the final determination on the priority of an incident.

3.3.2   Problem Management

Where an incident has been logged, and it has been determined by the Service Desk Engineer that the issue cannot be resolved within the incident management process, for example where the root cause of the issue is a problem requiring deeper analysis, a workaround will be provided to the Customer and the Problem Management Process will be invoked. The Customer will be notified of the new problem record number via the original incident, and kept informed of the progress of the problem.

3.3.3   Major Incident Management Process (MIMP)

A granularly defined MIMP, based on industry best practices for major incident escalation, is used. Once an issue has been identified as a Major Incident, the MIMP workflow is invoked, as follows:

3.3.3.1   A ticket is logged on the helpdesk either by telephone, email, or an electronic monitoring alert

3.3.3.2   A Major Incident Manager (MIM) is assigned to lead the process to resolution

3.3.3.3   Key contacts are notified, specifically:

- 3rd Line Escalation Team
- Customer Success Director
- Account Directors
- General Manager

3.3.3.4   A P1 incident report is generated and updated in real time with communication from the Service Desk/MIM

3.3.3.5   Customer communication is actioned as appropriate with customers with updates via tickets logged as well as email communication across the board

3.3.3.6   A Major Incident Report (MIR) is completed and stored once service is restored

3.3.3.7   An internal service request is raised to follow up on any outstanding actions raised by Major Incident/P1 – Problem Management Process invoked

3.3.3.8   Upon resolution, a report is generated, where incident statistics are logged for reference; as well as further evaluation, review and future mitigation.

4.   Service Desk - Service Level Agreements

4.1   Request for Change Management SLA

4.1.1   All requests for change (RFC) are required to be submitted via the Service Desk, where they will be triaged and prioritized accordingly.

4.1.2   Requests for Change are defined as follows:

4.1.2.1   Standard RFC: a pre-defined change that is low impact, low risk and where no additional authorization to effect by the Service Desk is required, other than the instruction in the ticket. This will include, but is not limited to, requests such as reactive/BAU optimization requests (for example title changes, label amendments, tracking link appends), product exclusions, partner setups, BAU reporting, Title/AB Testing. Standard RFCs require a minimum of 24 hours' notice to action, however target resolution will vary from a few hours to 48 hours, as relevant, and dependent on the nature and size of the request.

4.1.2.2   Normal RFC: a higher impact, higher risk change that will need to be authorized by stakeholders, where this could have cost associated, and therefore must be approved. This will follow a change management process, whereby a full impact assessment will be done, and resource for delivery planned before auctioning. For example, requests for Strategy Creation/ Forecasting, advanced reporting, or more sophisticated Title/AB Testing may be classified as Normal RFCs.

4.1.2.3   Emergency RFC: defined as per a normal RFC, however, where a change is required urgently, authorization may be given verbally, and the paperwork and record actioned retrospectively.

4.1.3   Service Requests defined as "Requests for Change" shall be allocated a priority by the Company once an initial assessment of the RFC has been done. The Company shall respond to such Service Requests within 4 hours, providing acknowledgement of receipt of the RFC, and related next steps.

4.2 Incident Management SLA

Service Requests defined as "Incidents" shall be allocated one of the following priority levels by the Company, and the Company shall respond to such Service Requests within the relevant Response Times set out below. The Company will use reasonable efforts to ensure that the Service Desk will meet or exceed the Target Resolution times as defined in the table below:

Priority	Description	Response Time	Target Resolution
Priority 1 Urgent	**Severity: Impact to Service - Critical** **P1 Definition:** Major incident causing total disruption to the live production services, i.e. • Feed services • Scrape services • Platform Application • Bespoke Plugin Services Tasks that are required to deliver business critical content are unable to be performed and the issue is at risk of creating imminent financial losses.	**1 hour**	**4 hours**
Priority 2 High	**Severity: Impact to Service - Significant** **P2 Definition:** Widespread disruption to the live production services. The production systems are substantially operational; however a significant number of business operations and productivity workflows are impacted. Characteristics of P2 issues include: • Widespread disruption to the usability of parts of the front-end Platform Application, which is affecting/ may affect some end users, and where no immediate workaround is available. • Widespread disruption or performance degradation to the feed service availability, where the delivery and/ or serving of data is affecting / may affect some customer production websites. • Substantial risk to production systems where data integrity is at risk of partial loss or corruption • Tier 1 Customer facing issues where data is incorrectly displayed and there is a substantial risk to financial loss.	**2 hours**	**12 hours**
Priority 3 Medium	**Severity: Impact to Service – Moderate** **P3 Definition:** No major operational or service availability disruption, with the usability of the service impaired for some users. Business impact is minimal and normal operations are continuing. Characteristics of a P3 issue include: • The issue is specific to one or a few users • The issue is not always reproducible and/ or the issue is intermittently experienced • Functionality of one or few components of the system is impaired, but users are able to continue trading without major loss of service or significant impact • There is no significant or major disruption to the user BAU workflow • There is no significant disruption to the serving of data • Where a user has obfuscated or modified Intelligent Reach content or code, and caused a production issue in doing so.	**4 hours**	**4 Working Days**
Priority 4 Low	**Severity: Impact to Service - Minor** **P4 Definition:** Some functionality is impaired for a single user, but there is no immediate business impact as issues are minor and have no significant impact on the Customer's business, finance or image. Characteristics of P4 issues include: • The issue is specific to one or a few users • An issue is isolated to an individual workstation or internal business network, or is outside the control of the Intelligent Reach system or service • Customer workflow or operational procedures are outside best practice guidance provided during delivery and training	**1 Working Day**	**10 Working Days**
N/A	**Question Definition:** Customer is requesting guidance and/ or assistance or perhaps how to find certain guidance. Characteristics of questions include: • Request for additional business/ creative information • "How–to" or syntax enquiries • Enhancement requests or recommendations for product improvement	**SLA N/A** As soon as it is reasonably possible	**SLA N/A** As soon as it is reasonably possible

Schedule 4
Data Processing Terms

1. **Definitions**

1.1 Capitalized terms used in this Schedule shall have the meanings given to them in the Agreement, unless otherwise defined below or elsewhere in this Schedule:

1.2 For the purposes of this Schedule, the following terms shall have the following meanings:

"**Customer Data**" means any data (including Personal Data) or information provided to the Company by or on behalf of the Customer, or collected by the Company on behalf of the Customer;

"**Data Security Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to any Personal Data transmitted, stored or otherwise processed;

"**Data Controller**" shall have the meaning given to that term in the applicable Data Protection Legislation;

"**Data Processor**" shall have the meaning given to that term in the applicable Data Protection Legislation;

"**Data Protection Legislation**" means the DPA and the GDPR, and all other applicable laws and regulations relating to the processing of personal data and privacy from time to time in force in the US, UK, or other applicable jurisdiction that address, govern, or control data protection;

"**Data Subject**" shall have the meaning given to that term in the applicable Data Protection Legislation;

"**DPA**" means the UK Data Protection Act 2018;

"**GDPR**" means the EU General Data Protection Regulations (Regulation EU 2016/679);

"**Personal Data**" shall have the meaning given to that term in the applicable Data Protection Legislation, and as defined in the applicable Data Protection Legislation, is data belonging to or relating to the Customer (including data belonging or relating to individual clients or customers of the Customer) and which the Company is processing under this Agreement; and

"**Processing**" and "**process**" shall have the meaning given to those terms in the applicable Data Protection Legislation.

2. **Data Processing Activities**

2.1 The Parties agree that, as between the Company and the Customer, the Customer owns and shall retain ownership of all right, title and interest in and to the Customer Data.

2.2 Details of the Personal Data that the Company will be processing when performing its obligations under this Agreement (including the subject-matter, nature and purpose of the processing, the types of personal data to be processed and the categories of data subjects to whom the data relates) are set out in Schedule 5.

2.3 The Parties hereby record their intention that the Customer shall be the Data Controller and the Company shall be the Data Processor in respect of such data.

3. **The Company's Obligations**

3.1 The Company warrants and undertakes that:

(a) it will process Personal Data provided to it or collected by it under this Agreement only to the extent, and in such manner, as is necessary for the purpose of providing the Services and in accordance with the written instructions of the Customer from time to time (unless required to do so by any laws or regulations to which the Company is subject, in which case, the Company shall inform the Customer of that legal requirement before processing, unless that law prohibits disclosure of such information on important grounds of public interest) and it will immediately inform the Customer if, in its opinion, an instruction infringes the Data Protection Legislation or other data protection law of the EU or a Member State;

(b) it will keep records of all processing of Personal Data that it undertakes;

(c)   it will have in place appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, will provide a level of security appropriate to the risk represented by the processing and the nature of the Personal Data to be protected, and will, taking into account the nature of processing and the information available to the Company, assist the Customer, at the Customer's expense (on a time and materials basis), in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security and impact assessments;

(d)   it will have in place procedures so that any of its employees, officers or third parties it authorizes to have access to the Personal Data will respect and maintain the confidentiality and security of the Personal Data;

(e)   it will identify to the Customer a contact point within its organization authorized to respond to enquiries concerning the processing of Personal Data by the Company, and will cooperate in good faith with the Customer and the relevant local data protection authority, concerning all such enquiries within a reasonable time;

(f)   it will process Personal Data in accordance with all applicable Data Protection Legislation;

(g)   in respect of the Personal Data of Data Subjects in the European Economic Area, it will not disclose any such Personal Data outside the European Economic Area without the Customer's prior written consent; notwithstanding the foregoing, the Customer acknowledges and agrees that the Company stores data, including personal data, in distributed internet-accessible remote networks sometimes known as "the Cloud", and acknowledges and agrees that such disclosure, storage and processing is permissible under this Agreement provided that the Company complies with the provisions of paragraph 3.2 below;

(h)   at the Customer's direction, it will delete or return all Personal Data to the Customer after the end of the provision of services relating to the processing of the Personal Data, and delete existing copies unless applicable law requires storage of the personal data in which case the Company warrants that it will guarantee the confidentiality of the Personal Data and will no longer actively process the Personal Data; and

(i)   at the Customer's request and expense (on a time and materials basis), and subject to the Customer entering into such confidentiality undertakings as the Company requires, it will make available to the Customer all information necessary to demonstrate its compliance with the provisions of this paragraph 3; and

(j)   it will permit the Customer, at the Customer's expense (on a time and materials basis), at any reasonable time and from time to time upon not less than seven (7) days written notice, and subject to the Customer entering into such confidentiality undertakings as the Company requires, to have escorted access to the appropriate part of the Company's premises, systems, equipment and other materials and facilities to enable the Customer to inspect the same for the purposes of monitoring compliance with this paragraph 3. For the avoidance of doubt, such inspections shall not relieve the Company of any of its obligations under this Agreement.

3.2   The Customer acknowledges that the Platform is hosted in the cloud by Microsoft Azure, and further acknowledges and agrees that the Company may authorize Microsoft Azure to process Personal Data on behalf of the Customer. The Company agrees that it will not engage another processor to process Personal Data on behalf of the Customer without informing the Customer, thereby giving the Customer the opportunity to object to such changes, and unless:

(a)   the Company's contract with that processor imposes obligations on the processor which are no less onerous than those imposed on the Company in this Agreement; and

(b)   the Company remains fully liable to the Customer for the performance of the relevant processor's obligations.

3.3   In the event that a Data Subject exercises his or her rights under the Data Protection Legislation in respect of Personal Data Processed by the Company on behalf of the Customer or where the Customer is required to deal or comply with any assessment, enquiry, notice, or investigation by the UK Information Commissioner (or the equivalent supervisory authority in any relevant jurisdiction), then the Company will cooperate with the Customer, at the Customer's expense (on a time and materials basis), to enable the Customer to comply with all obligations of the Customer which arise as the result of the exercise of such rights or as a result of such assessment, enquiry, notice or investigation.

3.4   The Company agrees to notify the Customer of a Data Security Breach promptly and, in any event, within 24 hours of identification of a Data Security Breach, to enable the Customer to consider what action is required in order to remedy or mitigate the issue in accordance with the applicable Data Protection Legislation and guidance. The Company agrees to provide reasonable assistance to the Customer to facilitate the handling of any Data Security Breach in an expeditious and compliant manner and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to breach notifications.

4.   **The Customer's Obligations**

4.1   The Customer agrees that it shall comply with all provisions under the Data Protection Legislation and in particular (but without prejudice to the foregoing) shall ensure that:

(a)   all Personal Data provided to the Company has been validly obtained and that it is entitled to disclose and transfer the Personal Data to the Company so that the Company may lawfully use, process and transfer the Personal Data in accordance with this Agreement; and

(b)   in respect of all Personal Data collected by the Company on behalf of the Customer, the Customer will issue the relevant Data Subjects with a fair processing notice or privacy notice informing them how it intends to use their Personal Data.

4.2   The Customer agrees that it shall give full and proper instructions to the Company, in accordance with the Data Protection Legislation, to enable the Company to comply with its obligations set out in paragraph 3 above.

4.3   The Customer acknowledges that the Company is reliant on the Customer for direction as to the extent to which the Company is entitled to use and process the Personal Data. Consequently, the Company will not be liable for any claim brought by a Data Subject arising from any action or omission by the Company, to the extent that such action or omission results directly from the Customer's instructions.

Schedule 5
Details relating to the data processing activities to be carried out by the Company

	Where the Services do not include access to the Marketplace modules	Further information where the Services do include access to the Marketplace modules
Type of Personal Data processed under this Statement of Work	**Personal Data** Electronic identification data: IP addresses **Special Categories of Personal Data** n/a **Criminal Records Data** n/a	**Personal Data** Name, address, telephone number, email address **Special Categories of Personal Data** n/a **Criminal Records Data** n/a
Categories of data subjects of the Personal Data processed under this Statement of Work	Website end-users	Website end-users of the Marketplace modules
Subject matter, nature and purpose of the processing of Personal Data under this Statement of Work	**Subject matter** The provision of the Services. **Nature and Purpose** A user's IP address is automatically collected by the Company. It is not typically used by the Company. A user's IP address is stored only for 62 days after which is it is destroyed by a daily rolling automated script (the addresses are one-way hashed, and recovery is irreversible). The only occasion an IP address might get referenced is if the Company is investigating unusual click activity. For example, an unusually high click count for a day that originates from a single IP address may indicate the activity of a bot/crawler. In this case, the IP address would get added to a list of IP addresses to be ignored by the Platform and therefore not count towards any performance metrics reported by the Company. At no point is this data stored alongside any other personally identifiable information, it is only an IP address associated with an anonymous user ID stored and is stored in an isolated table within our database for 62 days.	**Subject matter** The provision of the Services. **Nature and Purpose** *Marketplace Integration (basic)* In order to facilitate order management directly from our platform. Details of an order such as Name, Address, Telephone Number, Email are displayed to a client in order to meet the requirements or order fulfilment. Access to this data is restricted to validated users of the Platform by means of a username and password. All marketplace customer data older than 30 days is automatically anonymized (by irreversible one-way hash) in the Company's database by a rolling daily script. *Full Marketplace Integration (non API)* In the scenario of a marketplace integration with the Company where the Customer does not have its own API, the Company can act as a pivot between the Customer and the Marketplace by exchanging files to manage the orders. These order management files can contain "Name, Address, Telephone Number, Email" etc are stored temporarily as text files in an SFTP folder on the Company's secure SFTP server from which the Customer can then process them. Processed text files are routinely archived off after 7 days to an encrypted vault and stored for 90 days before being deleted. Access to the SFTP folders are username and strong password (both created by the Company) and on occasion by SSH keys. *Full Marketplace Integration (bi-directional API)* Marketplace order information is exchanged by end-to-end encryption between the Marketplace and the Customer via the Company, and order data is only stored in the Company's database as per the Marketplace Integration (basic) scenario described above.

Schedule 6
Platform Fair Use Policy

At Intelligent Reach, we want all our Customers, Users and Partners (companies who consume our product data) to have the best possible experience on our platform and of our outward facing data. This Fair Use Policy ("FUP") is designed to prevent fraud and abuse of our service by a small number of users.

Subject to this policy, Intelligent Reach reserves the right to limit the number of named users registered by a customer on our platform, the frequency of partner data "pulls" not in line with our standard customer SLAs, in addition to the limits of products and online revenue managed through the platform.

Intelligent Reach's solutions and services are only available for individuals and businesses for managing their product data and managing their online marketing channels in accordance with our Terms of Use and this FUP. The following is a non-exhaustive list of uses and practices that would not be considered legitimate use:

- sharing copyrighted material that you do not own;
- providing Product data which is "knowingly" not accurate or in any way misleading to the consumer;
- selling a product on any channel via the platform which is not available or is not going to be shipped;
- attempting to forcibly access data or accounts that you do not have access to;
- transmitting material containing software viruses or other harmful code, files, scripts of programs via the platform;
- interfering with or disrupting the integrity or performance of the Platform or the Services;
- any other violation of the Intelligent Reach's Terms of Use.

Intelligent Reach reserves the right to take unlawful, prohibited, abnormal or unusual activity into account in making further changes to the policy and determine fair use. Intelligent Reach may, at its discretion, terminate your account or suspend your subscription immediately if it determines that you are using the services and solutions contrary to this FUP or Intelligent Reach Terms of Use. Where reasonable, Intelligent Reach will provide you with notice of improper usage before termination or suspension of your subscription, and if appropriate, Intelligent Reach may offer you an alternate subscription.