

TUSSELL INSIGHT

ORDER FORM

The parties agree to enter into this Agreement, which together comprises the commercial terms set out in the Order Form below and the attached Terms and Conditions. Definitions used in the Terms and Conditions shall have the same meanings in the Order Form.

Customer	whose registered address is (the " Customer " or " you ").
Service Description	Online market intelligence on UK public sector contracts and spend for strategic planning, marketing and business development purposes.
Subscription Plan	Level Tier - Number of logins is (. To include standard training and support. Subscription includes () <i>research credits</i> . <i>Additional Authorised Users can be purchased at an annualised cost of £_</i> excluding VAT. API access is available as a purchasable add-on.
Start Date	
End Date	
Subscription Term	Minimum term of months from Start Date. No auto-renew.
Cancellation	Cancellation is not permitted during the Subscription Term.
Scope of Licence	Access to the product is only via a @ email address and it's not permitted to share log-ins. Downloads of spend data are restricted to 500,000 rows per download. Larger data downloads are subject to a bespoke consulting fee after qualification with your Account Manager at Tussell.
Fees	£_ excluding VAT for the period of the Subscription Term.
Invoicing	Annual payments of £_ ex VAT in advance on 30-day payment terms.
Add-on Services	Additional Authorised Users can be purchased at an annualised cost of £_ excluding VAT each at any time during the contract term, prorated for the remainder of the Subscription Term subject to a minimum fee equivalent to six months. Access to Key Decision-Maker contact information is a premium feature which is not within the Scope of Licence. The terms in Schedule 2 do not apply. It can be purchased separately on an ad hoc basis as required. OR

	Key Decision-Maker Credits: The credits are usage-based and capped. The terms in Schedule 2 do apply. Access to research credits is a premium feature which is not within the Scope of Licence. The terms in Schedule 3 do not apply. OR Research Credits: All Credits must be used within the Subscription Term and any remaining Credits will automatically expire thereafter. Services available are; Dashboard Service, Insight Report Service, Bespoke Report Service. The terms in Schedule 3 do apply. Early Opportunities Service is a premium feature which is not within the Scope of the Licence. It can be purchased separately on an ad hoc basis as required. OR Early Opportunity Service is a premium feature which is included within the Scope of Licence. AND/OR Subscription includes integration with the Salesforce CRM (Customer Relationship Management) system at an incremental annual fee of £2,500 ex VAT. For existing clients, this fee is prorated for the remaining contract term.
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By executing a copy of this Agreement or by using or accessing the Services through any means, Customer acknowledges and agrees that: (i) it has reviewed and understands this Agreement; (ii) it agrees to be legally bound by the terms and conditions of this Agreement; and (iii) its use of the Services and any related products or services will be governed by this Agreement.

Signed for and on behalf of TUSSELL LIMITED by:	Signed for and on behalf of by:
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 <i>Insert signature</i>	 <i>Insert signature</i>
Gus Tugendhat <i>Print name</i>	 <i>Print name</i>
Founder & MD <i>Print title / position</i>	 <i>Print title / position</i>

TERMS AND CONDITIONS

The parties agree as follows:

1. Definitions

1.1 In this Agreement the following terms have the following meanings:

"Agreement" means together the Order Form and these Terms and Conditions (including the Schedules);

"Authorised Users" means the partners, employees and consultants of the Customer up to the maximum number set out in the Order Form;

"Confidential Information" means information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 5 or which otherwise should reasonably be regarded in all the circumstances as confidential;

"Customer" and **"you"** means the customer named on the Order Form;

"Database" means the database known as "Tussell Insight" including information included as part of the Early Opportunities Service (if applicable);

"Documentation" means any FAQs, manuals and materials (in whatever format) supplied by Tussell to aid the use of the Database;

"Early Opportunities Service" means the provision of online market intelligence on early buying and procurement signals in UK public sector contracts as further described in the Documentation;

"Fee" means the licence fee that is payable for the Services as set out in the Order Form;

"Intellectual Property Rights" means all copyright, patent rights, trade or service marks, design rights, rights in or relating to databases, rights in computer product, rights in or relating to confidential information or any other intellectual property rights (whether registered or unregistered) throughout the world, including all rights of reversion and rights to any applications and pending registrations;

"Order" means an order to use the Services on the terms of this Agreement ;

"Data Protection Law" mean UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and supplemented from time to time;



"Post Holder Data" means any data identifying a living person viewable online or in data as supplied by Tussell as part of the Services;

"Purpose" has the meaning set out in clause 2.3;

"Services" means (a) the provision of the Database and the Documentation and/or (b) provision of the Dashboard Service, the Bespoke Report Service and/or the Insight Report Service as specified in the Order Form and defined in Schedule 3 and/or (c) provision of the Early Opportunities Service as specified in the Order Form

"Start Date" means the date from which the Services are provided as set out in the Order Form;

"Subscription" means a licence to use the Services on the terms of this Agreement following payment of the Fee;

"Subscription Term" has the meaning set out in clause 8;

"Tussell" means Tussell Limited a company incorporated in England and Wales with registered company number 09454393 and whose registered address is 45 Gresham Street, London, United Kingdom, EC2V 7BG;

"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Terms and expressions defined in Data Protection Law shall have the same meanings in this Agreement.

1.3 The Order Form forms part of this Agreement as if expressly incorporated herein and in the event of any conflict or inconsistency, the Order Form shall prevail.

1.4 The headings in this Agreement are inserted for convenience only and shall not affect its construction or interpretation. Words importing the singular include the plural and vice versa. Words importing a gender shall include all genders.

1.5 Reference to any statute, statutory provision or statutory instrument includes a reference to that statute, statutory provision or statutory instrument together with all rules and regulations made under them as from time to time amended, consolidated or re-enacted.

2. Licence

2.1 In consideration of you agreeing to be bound by the terms of this Agreement, and subject to any restrictions set out in these terms (including, without limitation, clause 2.4 below), Tussell grants to the Customer and its Authorised Users a limited, non-exclusive, non-transferable licence to access and use the Services for the duration of the Subscription Term.

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

- (a) the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed that specified in the Order Form; and
- (b) it shall maintain a written, up to date list of current Authorised Users and provide such list to Tussell within 5 Business Days of Tussell's written request at any time.

2.1 . The Customer may use the Services for its own business purposes only including use and reproduction of the materials generated from the Services in internal or external publications (including marketing materials) but not for competing or commercial resale purposes and subject to written acknowledgement in the publication of Tussell being the provider of the information ("Purpose").

2.3 Except to the extent set out in clause 2.2 and clause 2.3 the Customer: (a) may only use the Services for the Purpose and for no other purposes; (b) may not allow parties (including employees) access to the Services or to the Authorised User's user names and passwords; (c) may not use the Services on behalf of any third party (which includes providing any service to a third party using the Database) other than for the Purpose; (d) will not modify, adapt or create derivative works from the Database and the Documentation or copy the Database or Documentation other than for the Purpose; (e) will not reverse-engineer or decompile the Database; (f) will use your best endeavours to prevent unauthorised access to the Database and unauthorised access, use or copying of the Database or Documentation (or any part of them) and will notify Tussell immediately if you becomes aware of any such unauthorised access, use or copying by any person; and (g) will take reasonable steps to ensure that nobody other than Authorised Users accesses the Database.

2.4 Without limiting this clause 2 and any other restriction in this Agreement, the Customer shall not, and shall not permit any third party to, directly or indirectly: (a) input, upload, transmit, or otherwise provide any portion of the Services or Database into any machine learning model, large language model, generative artificial intelligence system, or similar automated system designed to train, fine-tune, or improve such technologies; (b) use the Services or Database to develop, train, or improve any artificial intelligence or machine learning algorithms, models, or datasets; or (c) otherwise use the Services or Database available in a manner that has the purpose or effect of assisting or enabling the development of such systems.

2.5 Without limiting this clause 2 and any other restriction in this Agreement, the Customer will not use or analyse the Database in order to analyse the way in which the Database operates or the methodology behind the Database, whether as a means of developing a competing service (either by itself or using a third party to do so) or for any other purpose.

3. Payment

3.1 The Fees for a Subscription are payable in accordance with the terms set out in the Order Form.

3.2 If Tussell has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Tussell:

(c) Tussell may, without liability to the Customer, suspend the access of the Customer to all or part of the Services while the invoice(s) concerned remain unpaid; and

(d) interest shall accrue on such due amounts at an annual rate equal to 3% over the then current base lending rate of Barclays Bank plc at the date the relevant invoice was issued, commencing on the due date and continuing until fully paid, whether before or after judgment.

3.3 All amounts and fees stated or referred to in this agreement (a) shall be payable in pounds sterling; (b) are non-cancellable and non-refundable and (c) are exclusive of all taxes (including, without limitation, value added tax and withholding tax) which shall be added to Tussell's invoice(s) at the appropriate rate.

3.4 For the avoidance of doubt, Tussell shall not be entitled to increase the Fees during the Subscription Term.

4. Respective obligations

4.1 Tussell will provide you with access to the Services for the duration of the Subscription Term in accordance with the terms of the Order.

4.2 Tussell warrants that (a) it has the right to grant the licences expressly granted by it under this Agreement and that you will not infringe any third party Intellectual Property Rights by using the Services and (b) it shall comply with all applicable laws and regulations in gathering and providing the Database. The Database contains public sector information (a) licensed for use by the UK Government under the Open Government Licence v3.0 and/or (b) from the EU Tenders Electronic Daily website licenced for re-use by the European Commission.

4.3 The Customer shall (and shall procure that Customer personnel shall) only use the Services for lawful purposes and shall comply with all applicable laws and regulations when using the Services.

4.4 Tussell will, during the term of a Subscription, provide the Customer with telephone and online support in accordance with its Service Support Schedule as appended to this Agreement.

4.5 Tussell will be under no obligation to provide any enhancements or updates to the Database. Tussell may provide enhancements or updates of the Services to the Customer at its absolute discretion. Any such enhancements or updates of the Services will be subject to the terms and conditions set out in this Agreement but shall not affect the Fees.

4.6 The Customer will be responsible for ensuring it has compatible browser and functioning internet connections and for the hardware, operating system and related software required to access the Services.

4.7 The Customer will be solely responsible for the security, and for the back-up, of its own data and Tussell will have no liability for any loss or corruption of any such data.

4.8 Except as expressly provided in this Agreement, no other warranties, undertakings, conditions or terms of any kind, whether express or implied, statutory or otherwise will apply, and all warranties, conditions, terms or other undertakings implied at law or by custom as to the condition, quality, performance, satisfactory quality or fitness for purpose of the Services or any part thereof are excluded. In particular:

- (a) you assume sole responsibility for results obtained from the use of the Database and for conclusions drawn from such use;
- (b) no condition, warranty, representation or other term is given or entered into to the effect that that use of the Services will be uninterrupted or error-free or that they will perform to or operate in accordance with any particular standard.

5. Intellectual Property Rights and Confidentiality

5.1 All Intellectual Property Rights in and relating to the Database and Documentation belong to Tussell and/or its licensors. The Customer shall have no rights in or to the Database and Documentation (including any Intellectual Property Rights therein) other than the right to use them in accordance with the terms of this Agreement.

5.2 The receiving party agrees not to use Confidential Information of the other party except as necessary for the performance of this Agreement. The receiving party agrees to maintain all Confidential Information in confidence to the same extent that it protects its own similar Confidential Information. The receiving party agrees to take all reasonable precautions to prevent any unauthorised disclosure of Confidential Information of the other party including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (i) with a need to know such information, (ii) who are parties to appropriate agreements sufficient to comply with this clause, and (iii) who are informed of the non-disclosure obligations imposed by this clause and the receiving party will take appropriate steps to implement and enforce such non-disclosure obligations.

5.3 The confidentiality obligations in this Clause do not apply to information which: (a) is or becomes known by the receiving party without breach of any obligation to maintain its confidentiality; (b) is or becomes known to the public through no act or omission of the receiving party; (c) is independently developed by the receiving party without the use of any Confidential Information; or (d) is disclosed in response to a valid order by a court or governmental body, if prior to such disclosure, the receiving party gives written notice to the other party, so as to afford it the opportunity to object. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the

Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure.

5.4 Neither 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.

5.5 All Confidential Information that is in possession of the other party and that is in deliverable form must be returned upon termination of this Agreement, or in other cases deleted, except where any applicable law provides otherwise.

5.6 The Customer agrees that Tussell may subject to the Customer's prior written consent (such consent not to be unreasonably withheld) refer to the Customer as a user of the Services on its website and its marketing materials in print, online and on social media. The parties anticipate that Tussell may wish to use the Customer as a case study or other form of marketing reference for the Database, subject to the agreement of the parties (acting in good faith) as to the content of such materials. Except as set out above, each party will keep the existence, terms and nature of this agreement, and the discussions between the parties, confidential and will not release or make any public statement, advertisement or other disclosure with regard to this agreement without the prior written consent of the other party.

6. Exclusions and limitations

6.1 Neither party's liability (a) for death or personal injury caused by its negligence or the negligence of its employees or agents; (b) for fraud or fraudulent misrepresentation; (c) breach of clause 5 (Intellectual Property Rights and Confidentiality) or (d) for any other matter where liability cannot be excluded or limited under applicable law, is excluded or limited by this Agreement, even if any other term of this Agreement would otherwise suggest that this might be the case.

6.2 Subject to clause 6.1, Tussell shall not be liable to the Customer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: loss of profits; loss of sales or business; loss of contracts; loss of anticipated savings; loss of or damage to goodwill; and any indirect or consequential loss.

6.3 Subject to clause 6.1 and without prejudice to clause 6.2, each party's maximum aggregate liability under or in relation to this Agreement (whether for breach of contract, negligence, misrepresentation or for any other reason) will be limited to the aggregate sums (if any) paid or payable by the Customer to Tussell in respect of the 12 months preceding the date on which the claim is made.

7. Data protection

7.1 In the course of Tussell providing the Services and of the Customer using the same under this Agreement, each party may have access to personal data (including in the case

of the Customer, Post Holder Data). In relation to any transfer and processing of personal data as referred to in this clause:

- (a) It is intended that each party act as an independent data controller. To the extent (if any) that Tussell will be a data processor of personal data provided by the Customer, Tussell will process the personal data only in accordance with the terms of this Agreement and any reasonable instructions given by the Customer from time to time;
- (b) Each party warrants that it will comply with Data Protection Laws at all times for the duration of this Agreement;
- (c) Each party will take appropriate technical and organisational measures against (i) unauthorised or unlawful processing of the personal data; and (ii) accidental loss or destruction of, or damage to, the personal data; and
- (d) Neither party will transfer personal data to any third country outside of the EEA and/or UK without the other party's prior written consent.

7.2 In the event that the Services include access to Post Holder Data, the Customer agrees to comply with the additional terms set out in Schedule 2.

8. Termination

8.1 A Subscription shall commence on the Start Date and shall, unless otherwise terminated as provided in this clause, continue for the period specified in the Order (the "Subscription Term").

8.2 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without notice if the other party commits a material breach of any of the terms of this agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach.

8.3 All licences granted by Tussell under this Agreement will automatically terminate on expiry or termination of this Agreement (for whatever reason) and the Customer will immediately cease all use of the Services and will promptly return to Tussell all copies of the Confidential Information of Tussell in its possession or control or (at Tussell's option) destroy them and certify in writing that this has been done. Provided that for the avoidance of doubt the Customer shall be entitled to retain such content as may have been downloaded and incorporated into any internal business documents generated by the Customer in the ordinary course of its business during the term of this Agreement.

8.4 Expiry or termination of this Agreement (for whatever reason) will not affect: (a) any accrued rights or liabilities which either party may have by the time termination takes effect; or (b) the coming into force or the continuation in force of any of its provisions that expressly or by implication are intended to come into force or continue in force on or after its expiry or termination. Without prejudice to the foregoing, clause 5 (Intellectual Property Rights), clause

6 (Exclusions and Limitations) and clause 7 (Data Protection) will survive termination or expiry of this Agreement.

9. Notices

9.1 All notices, agreements and consents under this Agreement will be in writing (including by email). Notices will be sent to the address of the recipient set out in the Order or to such other address as the relevant party will notify to the other in accordance with this clause. Emails sent shall be treated as having been delivered 24 hours after sending (provided the sender does not receive a notification that the message is undeliverable). Any letter may be delivered by hand or first class pre-paid letter and will be treated as having been delivered (a) if sent by hand, when delivered; and (b) if by first class post, 48 hours after posting.

10. Sub-contracting and assignment

10.1 Tussell may sub-contract the performance of any of Tussell's obligations under this Agreement, provided that Tussell will remain liable to the Customer for any breach of this Agreement if it sub-contracts any of its obligations. Tussell may assign its rights (but not obligations) under this Agreement without the Customer's prior written consent. The Customer may not assign any or all of its rights or obligations under this Agreement without Tussell's prior written consent.

11. Other terms

11.1 Neither party will be liable for any delay or failure in performing any of its obligations under this Agreement if such delay or failure is caused by circumstances outside its reasonable control. All variations to this Agreement must be agreed on behalf of both parties before they take effect. If any provision of this Agreement is held for any reason to be ineffective or unenforceable, this will not affect the validity or enforceability of: (a) any other provision of this Agreement; or (b) this Agreement as a whole. No term of this Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement.

11.2 This Agreement sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it. Each party acknowledges that, in entering into this Agreement, it has not relied on any statement or representation not expressly set out in this Agreement.

11.3 The parties confirm that (a): an electronic version of this Agreement is deemed to be in writing; and (b) where either party has used an electronic signature to indicate its acceptance of the terms of this Agreement, the parties agree that such electronic signature is a valid means of establishing the authenticity and integrity of the signature for the purposes of binding the parties.

11.4 This Agreement is to be interpreted in accordance with English law and parties submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

Service Support Schedule

1. SERVICE LEVEL AVAILABILITY

- 1.1 If the Service Availability drops below 99.5% during three calendar months (whether consecutive or non-consecutive) in a 12-month period, without prejudice to the Customer's other rights and remedies, the Customer may terminate this agreement on notice to Tussell.
- 1.2 In the event that Availability of the Services will not be and is not affected or restricted, Tussell may perform maintenance or put in place any changes, modifications or upgrades to the Services at any time.
- 1.3 In the event that it is anticipated that Availability of the Services may be affected or restricted, Tussell will use reasonable endeavours to provide reasonable notice to the Customer regarding any matter that affects a core and fundamental feature of the Service, and at least 24 hours' notice regarding a part of the Services which is not fundamental to its functionality, detailing the date and estimated time for such restriction or lack of access, and will perform such maintenance or put in place any changes, modifications or upgrades to the Services outside of Normal Business Hours, except where it warrants immediate action, in which case Tussell may perform such maintenance immediately. For the avoidance of doubt, any period during which the Services are not Available as a result of this clause 1.3 shall not be taken into account when calculating Availability for the purpose of clause 1.1.
- 1.4 In this Schedule:
- (a) **"Available"** means the Customer is able to access and use all functionality of the Services including the Database, which shall be measured on a 24 hours a day, seven days a week basis, and the term Availability shall be construed accordingly.
 - (b) **"Business Day"** means any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in London.
 - (c) **"Normal Business Hours"** means 9.00 am to 6.00 pm local UK time, each Business Day.

2. SERVICE SUPPORT

- 2.1 In the event of any technical malfunction or problem with the Services and/or the Database, the Customer shall use reasonable endeavours to review and/or ascertain the issue as far as reasonably possible.
- 2.2 If the Customer still requires technical support, the Customer shall contact Tussell's customer support team via email at support@tussell.com . Tussell shall provide such support during Tussell's Normal Business Hours.
- 2.3 Tussell shall log each email from the Customer that reports a technical problem, and shall assign a unique log reference to that report. Tussell will assess the problem and assign to it one of the priority levels described in the table below, and shall email that log reference, and priority level to the Customer as soon as reasonably possible noting estimated resolution time. Tussell shall use its reasonable endeavours to comply with the corresponding response times. Each response time is measured from the time at which the email is sent by the Customer.

Level	Description	Response Time
1	<i>A core and fundamental failure of the Services and where no work-around solutions are available that are acceptable to the Customer</i>	1 hour
2	<i>Failure of a part of the Services which is not fundamental or does not affect a key functionality</i>	1 Business Day
3	<i>Failure of a part of the Services which is not fundamental or does not affect a key functionality</i>	3 Business Days

- 2.4 For the avoidance of doubt, technical support provided in accordance with this Schedule shall not include the diagnosis and/or rectification of any fault or malfunction in the Services and/or Database arising out of or in connection with the following:
- (a) the failure by the Customer to implement recommendations previously advised by Tussell in respect of, or solutions to, faults;
 - (b) any breach by the Customer of any of its obligations under this Agreement or any other contract with Tussell relating to the Services and/or Database;
 - (c) use by the Customer of the Services for a purpose for which it was not designed; or
 - (d) any issues caused by any hardware, software or any system of the Customer.

SCHEDULE 2

Key Decision Maker Add-on

The Customer hereby undertakes to comply with the following conditions of use of Post Holder Data:

1. Data downloaded must be held securely with reasonable steps taken to protect against misuse and theft. The user is responsible for ensuring security for all elements of the data and will be considered liable for any breaches and resulting damages or liabilities.
2. Data or access details to a portal containing the data, or providing a means to access the data cannot be transferred to, or used by, any individual or organisation other than the user or other parties agreed to by Tussell at the point of order.
3. We reserve the right to cancel a data license or access at any time and provide the user with a pro-rata refund for the remaining term of the order. With the exception of discovering data misuse or a contravention of these terms, whereupon access or license to the data will cease immediately with no refund given.
4. The license for data selections runs for 364 days after the date of order confirmation, unless another date is specified explicitly. Thereafter the data license must be renewed or all data must be removed from the users systems. Users are required to download fresh copies of their selections every 30 days as a minimum and the new downloads should be used to completely replace or update any copies of the data held.
5. We accept no responsibility or liability for any form of communication between the user and the post holders and organisations within data supplied by Tussell. It is the users responsibility to ensure compliance in regard to their activities with both these terms and any prevailing legislation pertinent to and connected with usage or processing of the data supplied.
6. Tussell takes all possible steps to ensure data accuracy and engages considerable resources, time and expenditure in the maintenance of the data. We cannot, however, guarantee the accuracy or usability of the data provided to the user and no discounts or refunds will be made available to the user for claimed inaccuracies. The deliverability of email addresses is specifically not guaranteed due to multiple factors beyond the control of Tussell, included, but not limited to Server Blacklisting, Full Mailboxes, File Size Limits, Anti-Spam Software and Firewalls . All data that is found

to be inaccurate can be returned and will be validated, updated and returned to the user or in some other way made available within a reasonable time.

7. A number of fake (sleeper) names, organisations, phone numbers and email addresses as well as other false data items are included in all data supplied to users as a means of monitoring usage, protecting post holders and safeguarding against misuse and use of data outside of the agreed data license period.
8. If any data is used without authorisation from Tussell, where the purpose is to transfer the data to a third party, or in some other way used to benefit a third party, not approved by Tussell, then the user will be liable for costs and damages. Each transfer to a different third party, or use for the benefit thereof, will be treated as a separate breach of these terms and charged accordingly.
9. All communication made to post holders and organisations held in the data should be as relevant and targeted as possible and where post holder data is used, should only be made where the communication is relevant to the position held by the post holder and in connection with their influence and responsibilities connected with that position. No communication should be made or sent pertaining to the post holder's personal life, personal requirements, finances, preferences or interests. It is the users responsibility to ensure all communications are relevant to post holders and organisations.
10. When using any means of communication facilitated by the data, the volume and type of communication should be proportionate, reasonable and not excessive. Use of the data by users is monitored by Tussell and we reserve the right to revoke access to, and the license for, data where we believe the communications conducted by a user are excessive, involve undue pressure or in some other way disadvantage post holders.
11. If a request is made by a post holder or organisation to opt-out from future communication by a user, this should be respected and the user shall maintain a list of post holders or organisations that no longer wish to receive communication from them. It is the users responsibility for updating and using this list to suppress against any future communication activities.
12. All communication or marketing material sent to post holders or organisations within the data must pertain to the user (organisation) and not any other third party/organisation/external service without consent from Tussell.
13. No data supplied is screened against the MPS, TPS, CTPS or any other preference service. The information is as supplied to us by the post holder or their organisation. Appropriate screening of data must be done prior to any form of communication being made with contacts on the database.

14. If a post holder, either verbally or in writing, requests a user to disclose the source and/or Controller of the data that is under license, users must direct them to our Privacy Policy.
15. All postal communication should be targeted, relevant and not excessive. An opportunity should be given for recipients (post holders and organisations held in the data) to object to future postal correspondence (either on or within the correspondence, or through a phone number, address or email address provided as part of the correspondence). The user is responsible for ensuring reasonable steps are taken to prevent future postal correspondence to these recipients. We also recommend that users screen the data against the Mailing Preference Service (MPS) prior to any form of postal communication or marketing.
16. Prior to any telephone marketing or fundraising activities all users must screen the data against the TPS and CTPS registers. Users must provide their company name and either a phone number or valid postal or email address to any post holder or organisation requesting a means of opt-outing from further calls. Users should maintain their own telephone 'opt-out' list, consisting of post holders and organisations who are either registered on the TPS/CTPS or have directly requested exclusion from any further telephone communication by the user. It is the responsibility of the user to ensure data usage is TPS and CTPS compliant. Express consent for a call overrides the TPS/CTPS legislation. No automated calling to data supplied by Tussell is permitted without the direct consent of the data subject(s).
17. All email addresses in the data are either organisational or corporate subscriber emails and/or relate to the post holder's position and are owned by the employing organisation and/or are those published or officially connected with an elected position or position within public life; including, but not limited to, members of parliament, councillors and those representing parish councils. Where email addresses are used for communication by users, the following conditions apply:
 - All electronic communication content should be relevant and targeted to the recipients (post holders and organisations)
 - All electronic communication should make the content of the e-mail clear in the subject line
 - All electronic communication should carry a signature, giving full contact details of the user's organisation
 - All electronic communication should carry a clear and unambiguous opportunity for recipients to 'opt-out' (not receive any further emails) from future communication
 - All users should keep and maintain their own 'stop list' of contacts that have chosen to opt-out from the users list and ensure that any future data use for electronic communication excludes those opted out.

No element of Tussell data held by a user should be any older than 30 days from the date of download. Clients are required to download fresh copies of their selections every 30 days as a minimum and the new downloads should be used to completely replace or update any copies of the



data held by the client. This is to ensure data is as accurate as possible and fit for purpose and reflects any preference changes made by post holders contained within the clients selections.

SCHEDULE 3

Dashboard Service, Insight Report Service and Bespoke Report Service Add-on

1. In this Schedule 3 the following additional definitions shall apply:

"Bespoke Report" means any report prepared to the specification of the Customer as agreed between the Customer and Tussell from time to time and "Bespoke Report Service" means the provision of a Bespoke Report to the Customer;

"Customer Data" the data provided by the Customer for the purpose of using the Services;

"Dashboard" means the dashboard from time to time providing access to the Database via Tableau Cloud, a third-party software provider, and "Dashboard Service" means the provision of access to the Dashboard;

"Insight Reports" means any sector-based insight reports produced by Tussell and "Insight Report Service" means the provision of access to the Insight Reports, in either web-based or hard copy form;

"Reports" means the Bespoke Reports and the Insight Reports;

2. Access to the Dashboard is through Tableau Cloud and subject to the terms and conditions of Tableau Cloud.
3. The Customer agrees that it (a) will not copy, modify, adapt or create derivative works from the Dashboard and/or Insight Reports other than for the Purpose; (b) will not reverse-engineer or decompile the Dashboard; (c) will use all reasonable endeavours to prevent unauthorised access, use or copying of the Dashboard and/or Insight Reports (or any part of them) and will notify Tussell immediately if you becomes aware of any such unauthorised access, use or copying by any person; and (g) will take reasonable steps to ensure that nobody other than Authorised Users accesses the Dashboard.
3. Tussell will prepare the Reports with all reasonable skill and care and in accordance with good industry practice.
4. The Customer will in accordance the terms of this Agreement promptly provide Tussell with all reasonable co-operation, access, information and input required by Tussell to perform its obligations under this Agreement.
5. All Intellectual Property Rights in and relating to the the Dashboard and the Reports belong to Tussell and/or its licensors. The Customer shall have no rights in or to the



Dashboard and/or the Insight Reports (including any Intellectual Property Rights therein) other than the right to use them in accordance with the terms of this Agreement. In the case of Bespoke Reports, Tussell grants the Customer an exclusive, perpetual, non-revocable licence to use the Bespoke Reports for their own purposes.

6. The Customer will own all right, title and interest in and to all of the Customer Data and will have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data. Tussell may only use the Customer Data only for the purposes of providing the Services to the Customer.