

Insight SaaS Platform – Terms and Conditions

Provider: Clearview Intelligence Ltd, Aurora House, Deltic Avenue, Rooksley, Milton Keynes, MK13 8LW (“Clearview”, “we”, “us”)

Customer: The legal entity entering into an Order Form for the Insight SaaS platform (“Customer”, “you”)

These Terms and Conditions (“Terms”) govern access to and use of the Clearview **Insight Software as a Service platform** (the “Insight Platform” or “Services”). They are derived from Clearview’s standard company Terms and Conditions and tailored specifically for the Insight SaaS offering.

1. Definitions and Interpretation

Unless the context otherwise requires, capitalised terms have the meanings given below.

- **Account:** An account enabling authorised users to access the Services.
- **Agreement:** These Terms together with the applicable Order Form and Schedules.
- **Business Day:** Any weekday other than a public or bank holiday in England.
- **Charges:** The fees payable for the Services as set out in the Order Form.
- **Customer Data:** All data (including Personal Data) input by or on behalf of the Customer into the Insight Platform.
- **Data Protection Laws:** Includes UK/EU GDPR and the Data Protection Act 2018.
- **Documentation:** User guides and technical documentation made available by Clearview.
- **Hosted Services:** The Insight SaaS services provided via the Insight Platform, including modules such as Journey Time Monitoring, Parking, Count Classifier and related analytics.
- **Intellectual Property Rights:** All copyright, database rights, trademarks, patents, trade secrets and similar rights worldwide.
- **Order Form:** A written order or statement of work referencing these Terms.
- **Personal Data:** Has the meaning given in Data Protection Laws.
- **Platform:** The software, infrastructure and systems used to provide the Services.
- **Term:** The period stated in the Order Form.

2. Contract Formation and Term

2.1 This Agreement comes into force on the effective date stated in the Order Form.

2.2 The Agreement continues for the Term unless terminated earlier in accordance with Clause 14.

3. Licence and Use of the Services

3.1 Clearview grants the Customer a **non-exclusive, non-transferable, non-sublicensable** licence to access and use the Services during the Term for its internal business purposes only.

3.2 Access is limited to the number of named or authorised users specified in the Order Form.

3.3 The Customer must not: - permit unauthorised access to the Services; - resell, sublicense or commercially exploit the Services; - reverse engineer, decompile or otherwise attempt to access source code; - conduct penetration testing or load testing without Clearview's written consent.

3.4 The Customer is responsible for maintaining the confidentiality of login credentials.

4. Availability and Support

4.1 Clearview will use reasonable endeavours to make the Services available, excluding planned maintenance and circumstances outside Clearview's reasonable control.

4.2 Clearview does not guarantee uninterrupted or error-free operation.

4.3 Support services are provided during Business Hours in accordance with Clearview's support policy.

5. Intellectual Property

5.1 All Intellectual Property Rights in the Platform and Services remain the property of Clearview or its licensors.

5.2 No rights are granted to the Customer other than those expressly set out in this Agreement.

6. Charges and Payment

6.1 Charges, invoicing, payment terms, late payment interest, suspension for non-payment and tax treatment shall be governed by and construed in accordance with the Clearview Intelligence Ltd Standard Terms and Conditions ("Clearview T&Cs"), as amended from time to time.

6.2 The Charges applicable to the Insight SaaS Services shall be as set out in the applicable Order Form.

6.3 In the event of any inconsistency between these Insight SaaS Terms and the Clearview T&Cs in relation to payment matters, the Clearview T&Cs shall prevail.

7. Data Protection

7.1 Each party shall comply with Data Protection Laws.

7.2 Clearview acts as a **data processor** and the Customer as **data controller** in respect of Customer Personal Data.

7.3 Processing details, categories of data subjects and security measures are set out in **Schedule 3 (Data Processing Information)**.

7.4 Clearview will implement appropriate technical and organisational security measures and will notify the Customer of any Personal Data breach without undue delay.

8. Confidentiality

8.1 Each party shall keep confidential all confidential information received from the other and use it solely for the purposes of this Agreement.

8.2 Confidentiality obligations survive termination for five (5) years.

9. Warranties

9.1 Each party warrants that it has authority to enter into this Agreement.

9.2 Clearview warrants that the Services will materially conform to the Documentation.

9.3 Except as expressly stated, the Services are provided “**as is**”.

10. Acceptable Use

10.1 The Customer must comply with the **Acceptable Use Policy** in Schedule 2.

10.2 Clearview may suspend access for material or repeated breaches of the Acceptable Use Policy.

11. Liability

11.1 Nothing in this Agreement excludes liability for death, personal injury, fraud or liabilities that cannot be excluded by law.

11.2 Subject to Clause 11.1, neither party shall be liable for: - loss of profits, revenue or business; - indirect or consequential loss.

12. Force Majeure

Neither party shall be liable for failure or delay caused by events beyond reasonable control.

13. Termination

13.1 Either party may terminate on 60 days' written notice.

13.2 Either party may terminate immediately for material breach or insolvency.

14. Effects of Termination

14.1 Upon termination, access to the Services shall cease.

14.2 The Customer shall pay all outstanding Charges up to the termination date.

15. General

15.1 This Agreement constitutes the entire agreement between the parties.

15.2 English law governs this Agreement and the courts of England have exclusive jurisdiction.

Schedule 1 – Hosted Services

Access to the Insight Platform and any modules purchased by the Customer, including:

- Insight Journey Time Monitoring
 - Insight Parking
 - Insight Count & Classify
 - Insight Places
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Schedule 2 – Acceptable Use Policy

Use of the Services must not be unlawful, harmful, deceptive, or involve data scraping, unauthorised monitoring or regulated activities such as gambling.

Schedule 3 – Data Processing Information

- **Categories of data subjects:** Customer staff
- **Types of Personal Data:** Names, business contact details, ANPR and Video
- **Purpose:** Provision and operation of the Insight SaaS platform
- **Security:** In accordance with Clearview data protection policies