

G-Cloud 15 Terms and Conditions

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PRIISM[™]



Submitted By:

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TERMS AND CONDITIONS

PRIISM™

RESEARCH INNOVATIONS INCORPORATED (“RII”) ACCEPTANCE IS EXPRESSLY CONDITIONED UPON YOUR ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS; IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

IF YOU HAVE ENTERED INTO A SEPARATE AGREEMENT WITH RII TO ACCESS THE PRODUCTS AND RECEIVE THE SERVICES, THE TERMS OF SUCH AGREEMENT SHALL APPLY AND CONTROL TO THE EXCLUSION OF THIS AGREEMENT.

1. Provision of Access and License. You have the nonexclusive, non transferable and royalty free right, subject to payment of applicable fees and compliance with the terms of this Agreement, to use the software application or service made available under this Agreement (“Products”) for your internal purposes in accordance with the technical documentation for the applicable Products (“Documentation”) and any additional terms and conditions set forth by RII in this Agreement or as incorporated into this Agreement. You may use the Products solely in connection with the RII PRIISM platform subject to the same terms and conditions for that PRIISM platform offering (including with respect to Term) and payment of any Fees associated with the Products. RII may change or suspend the Products and Documentation at any time, temporarily or permanently. RII may also impose limits on or restrict Your access to the Products and Documentation without notice or liability. RII shall not be liable to You or to any third party for any modification or suspension of the Products and Documentation.
2. Ownership. You acknowledge and agree that, as between the Parties, RII retains all rights, title, and interest in and to the Products, Documentation, source code, files, updates, and any other related documentation or materials provided by RII (including, without limitation, all patent, copyright, trademark, trade secret, and other intellectual or industrial property rights embodied in any of the foregoing).
3. Restrictions. As a condition of your license or access, you will not (and will not allow any third party to): (a) decompile, disassemble, or otherwise reverse engineer the Product or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Product by any means whatsoever; (b) distribute, sell, rent, lease or use the Product (or any portion of the Product) for time sharing, hosting, service provider or like purposes, except as expressly permitted under this Agreement; (c) remove any product identification, proprietary, copyright trademark, service mark, or other notices contained in the Product; (d) modify any part of the Product, create a derivative work of any part of the Product, or incorporate the Product into or with other software, except to the extent expressly authorised in writing by RII (including in Documentation); (e) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Product; (f) allow the transfer, transmission (including, without limitation, making available on-line, electronically transmitting, or otherwise communicating to the public), export, or re-export of any Product (or any portion thereof) or any RII technical data; or (f) use, evaluate, or view the Products for the purpose of designing, modifying, or otherwise creating any environment, software, models, or algorithms, products, program or infrastructure or any portion thereof, which performs functions similar to the functions performed by the Products. These restrictions also apply to Documentation. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Product may be provided with notices and open source or similar licences from such communities and third parties that govern the use of those portions, and You hereby agree to be bound by and fully comply with all such licences, and any access granted hereunder shall

not alter any duties or obligations You may have under such licences; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in this Product distribution.

4. **Confidentiality.** You shall keep strictly confidential all Confidential Information (as defined below) of RII and shall not use such Confidential Information except to exercise Your rights and perform Your obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need-to-know basis to Your own advisors, attorneys and/or accountants who are each subject to obligations of confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, You shall use at least the same degree of care as You use to prevent the disclosure of Your own confidential information of like importance, but in no event less than reasonable care. You shall promptly notify RII of any actual or suspected misuse or unauthorised disclosure of RII's Confidential Information. "Confidential Information" shall mean (i) Products (including any information or data relating thereto), (ii) Documentation (including any information or data relating thereto) and (iii) this Agreement and the terms herein, any other business, technical or engineering information or RII data provided or made available by RII to You, including, without limitation, any source code, improvements, derivative works, files, and other related materials, or any third party software or infrastructure information, disclosed or made available to You by or on behalf of RII and by the nature of its disclosure would be understood by a reasonable person to be confidential and/or proprietary in each case in any form (including, without limitation, written, electronic, or oral) and whether furnished before, on, or after the date You accepted the terms of this Agreement. Notwithstanding the foregoing, Confidential Information shall not include any information that: (a) is or becomes part of the public domain through no act or omission of the Receiving Party or its employees, agents, advisors, attorneys, accountants, or other representatives; (b) is known to the Receiving Party at the earlier of the Effective Date or the time of disclosure by the Disclosing Party (as evidenced by written records) without an obligation to keep it confidential; (c) was rightfully disclosed to the Receiving Party prior to the Effective Date from another source without any breach of confidentiality by the third-party disclosure and without restriction on disclosure or use; or (d) the Receiving Party can document by written evidence that such information was independently developed without any use of or reference to Confidential Information. You are responsible and shall be liable for any breaches of this Section and any disclosure or misuse of any Confidential Information by Your employees or agents (or any other person or entity to which You are permitted to disclose Confidential Information pursuant to this Section). Your obligations with respect to RII's Confidential Information shall survive termination of this Agreement for a period of five (5) years; provided, that Your obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is a trade secret under applicable law.
5. **Your Warranty.** You represent, warrant, and covenant to RII that You will not use the Products for any improper or illegal purposes, including but not limited to: (a) discrimination; (b) harassment; (c) compromising information and data security or confidentiality; (d) harmful or fraudulent activities; (e) violation of privacy, lawful or constitutional rights of individuals or organisations; or (f) violation of third-party contractual agreements or local, state, federal, or international laws, regulations, or ordinances. You, not RII, remain solely liable and responsible for all data that You store, integrate, or import in or using the Products, including any personal or personally identifiable information ("Content"). You further represent, warrant and covenant to RII that: (a) You will not transmit, store, integrate, import, display, distribute, use or otherwise make available any Content that is, or is obtained in a manner that is, unauthorised or illegal; (b) this Agreement imposes no obligations on RII with respect to Content, by contract or local, state, federal, or international law, regulation, or ordinance, unless expressly stated herein; and (c) that You have provided all necessary notifications and obtained all necessary consents, authorisations,

approvals, and/or agreements as required by any applicable laws or policies to enable RII to process Content, including personal data, according to the scope, purpose, and instructions specified by You. You acknowledge that all Content You access and/or produce through use of the Products and the conclusions drawn therefrom are done at Your own risk and You will be solely liable and responsible for any damage or losses to any party resulting therefrom. You hereby grant RII the right to access the Content to the extent reasonably necessary to provide the Products and any services provided in connection therewith. You acknowledge that RII may remove any Content from the Products at its sole discretion and that RII may, but has no obligation to, monitor any of the Content.

6. Support. This Agreement does not entitle You to any support, maintenance, training, upgrades, patches, enhancements, or fixes (collectively, "Support") for the Products, except as expressly purchased from RII. Any Support for the Products that may be made available by RII, in its sole discretion, shall become part of the Products and subject to this Agreement.
7. RII Warranty Disclaimer. THE PRODUCTS AND DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY KIND, AND RII AND ITS SUPPLIERS AND SERVICE PROVIDERS HEREBY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND DOCUMENTATION, AND THE THIRD-PARTY SERVICE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, RII DOES NOT WARRANT THAT THE PRODUCTS OR DOCUMENTATION WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. YOU ACKNOWLEDGES THAT RII DOES NOT CONTROL THE TRANSFER OF DATA, INFORMATION, OR CONTENT OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR A THIRD-PARTY SERVICE, AND THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. RII IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. ALL THE FOREGOING DISCLAIMERS ALSO APPLY IN FULL WITH RESPECT TO RII'S LICENSORS, SUPPLIERS, DISTRIBUTORS, CONTRACTORS AND AGENTS.
8. LIMITATIONS OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER RII NOR ANY OF ITS AFFILIATES OR DISTRIBUTORS WILL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, UNAVAILABILITY OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF RII OR ANY OF ITS AFFILIATES OR DISTRIBUTORS WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. RII'S AND ITS AFFILIATES' AND DISTRIBUTORS' ENTIRE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED IN THE AGGREGATE, THE SUM OF ALL FEES PAID WITHIN THE PREVIOUS SIX (6) MONTH PERIOD, WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT OR OTHER THEORY OF LAW, EVEN IF YOU HAVE BEEN ADVISED BY RII OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE LIMITATIONS SPECIFIED IN THIS SECTION WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
9. Indemnification. You agree that RII and its licensors, distributors, service providers, contractors and agents shall have no liability whatsoever for Your Content or any use You make of the

Products. Each Party shall defend indemnify and hold harmless the other Party from and against all claims of third parties, and all associated Losses, to the extent arising out of (a) a Party's gross negligence or wilful misconduct in performing any of its obligations under this Agreement or use of the Content, or (b) a material breach by a Party of any of its representations, warranties, covenants or agreements under this Agreement.

10. Termination. This Agreement shall commence on the date You accept the terms of this Agreement and shall continue until terminated as set forth in this Section or as expressly set forth in this Agreement (the "Term"). RII may terminate this Agreement at any time. Your rights under this Agreement will terminate automatically without notice from RII if You fail to comply with any term(s) of this Agreement. Upon termination, the Agreement and any rights granted to You hereunder shall immediately terminate and You shall immediately discontinue all use of the Products and Documentation and promptly return to RII or destroy any Products or Documentation, including all portions thereof, and all other Confidential Information. If requested, You must certify to RII in writing that You have complied with these requirements. Termination or expiration of this Agreement shall not limit or affect RII's rights or Your obligations that accrued prior to the effective date of termination or expiration (including without limitation, payment obligations). Sections 3, 5 (but only for the period of time specified therein), 6, 7, 8, 9, 10, 12 and 13 shall survive any termination or expiration of this Agreement. Termination is not an exclusive remedy and all other remedies will remain available.
11. Trade Controls. RII has self-classified the PRIISM Joint Targeting Platform[™] as being restricted under International Traffic in Arms Regulations (ITAR) United States Munitions List (USML) Category XI Military Electronics, subcategory (1)(5)(i). If You or any user of the Products is an agency, department, contractor or other entity of the United Kingdom Government, then You acknowledges and agrees that: (a) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products and any related documentation of any kind, including, without limitation, technical data and manuals, will be restricted in accordance with the ITAR; (b) the Products were developed fully at private expense; and (c) all other use of the Products, except in accordance with the grant of access provided above, is strictly prohibited. No rights other than those expressly provided in this Agreement are conferred.

Unless otherwise specified by RII, the Software and Services are subject to U.S. trade controls and sanctions laws and regulations, including but not limited to the U.S. International Traffic in Arms and Export Administration Regulations and the sanctions laws and regulations administered by the U.S. Office of Foreign Assets Control ("OFAC"), as well as the trade controls and sanctions of any other jurisdictions in which You operate (collectively "Trade Controls"), and may only be exported, reexported, or transferred in accordance with applicable requirements. It is Your responsibility to (i) provide RII with the necessary information for RII to comply with Trade Controls; (ii) ensure all end-uses and end-users relating to Your re-exports and re-transfers of the Software and Services comply with Trade Controls; and (iii) refrain from taking any action that causes RII to violate Trade Controls. You represent that you are not subject to restrictions under any U.S. government restricted end user list, including but not limited to the U.S. BIS Entity List, U.S. BIS Denied Persons List, or the OFAC List of Specially Designated Nationals. You will immediately notify RII if You become subject to any such restrictions.

12. Dispute Resolution. Any dispute, controversy, or claim arising from or relating to this Agreement, including arbitrability, that cannot be resolved following good faith discussions within sixty (60) days after notice of a dispute has been given shall be finally settled by arbitration. This Agreement shall be deemed to have been made in and shall be construed pursuant to the laws of the Commonwealth of Virginia and the United States, without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on contracts for the International Sale of Goods. For all purposes of this Agreement, but subject to the agreement to arbitrate set

forth above, the Parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Alexandria, VA.

13. Miscellaneous.

- a. Neither this Agreement nor the access granted hereunder may be assigned, transferred, or subcontracted by You; any attempt to do so shall be void.
- b. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and be enforceable.
- c. RII may collect analytics, statistics, or other data related to Your use of the Products.
- d. RII reserves the right, in its sole discretion, to amend this Agreement at any time without notice to You, except that if RII makes material changes to these Terms, RII will provide or make available the amended Agreement and their effective date and/or provide notice by some other means. You shall be responsible for reviewing and becoming familiar with any such amended Agreement.
- e. Use of the Products and Documentation following the effective date of such amended Agreement constitutes Your acceptance of this Agreement as amended.

Appendix A

USER AGREEMENT

PRIISM™ Products & Services

In support of G-Cloud 15 Call-Off Contract No. [] (“Contract”), Research Innovations Incorporated (RII) is providing its proprietary PRIISM solution to the UK Crown Commercial Service (CCS) and/or Customer (“Buyer”) making it available for use during the term and only for the purpose of addressing the requirements of the Contract. This User Agreement is required for signature acknowledgment by all Users of PRIISM and the data provided therewith in support of the Contract.

RII Use Restrictions – Intellectual Property Rights (IPR)

Access to PRIISM is provided with Restricted Intellectual Property Rights (IPR) in support of the Contract (the “Programme”) for the term of the Contract (including exercised options) only, with all IP and related proprietary information (such as Training Material and Data Standard Operating Procedures (SOP)) being returned to RII, destroyed, or disabled at the conclusion thereof.

Accordingly, Buyer’s rights to use, modify, reproduce, release, perform, display, or disclose PRIISM are restricted as follows:

- No rights to use, access or modify the PRIISM source code is expressly or impliedly granted and all rights in and to the PRIISM source code are expressly reserved to RII.
- The foregoing does not prohibit Buyer from collaborating with its stakeholders having a need to know, in respect to the performance of the Programme. However, Buyer will not distribute the software and its associated documentation except as authorised pursuant to the Contract.
- Other than as established in the Contract, Buyer shall not distribute, rent, lend, assign or transfer PRIISM or its supporting documentation to any person or entity other than in support of the Programme.
- Buyer may not utilise PRIISM for commercial sale, commercial use or otherwise for Buyer uses other than those related to the Programme. Uses beyond those authorised in the Contract must be the subject of a separate agreement or contract.
- All authorised Buyer Support Contractor personnel must read, understand, and acknowledge their obligations to comply with this User Agreement.
- As needed in the performance of this Agreement, Buyer Support Contractor Personnel may have access to UK Defence or Intelligence Networks. Said personnel will hold the appropriate UK National Security Vetting clearances or equivalent to read, write and edit data, as applicable, and will not export data without the express permission of the Authority, pursuant to DEFCON 532B (12/22).
- Authorised Users on behalf of Buyer irrevocably represent, warrant, and covenant that they will not directly or indirectly –
 - disclose PRIISM and its associated documentation outside of His Majesty’s Government (HMG) organisations for Buyer purposes;
 - attempt to derive any source code, underlying ideas, algorithms, or structure from PRIISM or otherwise modify, adapt, enhance, reverse engineer, disassemble, decompile PRIISM in any way;
 - use or exploit PRIISM in: (1) any way other than permitted in the Contract, or (2) any way that violates this User Agreement;
 - modify, replace, erase, or otherwise obscure any RII names, trademarks, legends, or notices in or on the software (including in any printed or electronic copies of the RII material or documentation); and/or
 - copy, record, reduce to writing, duplicate or otherwise reproduce PRIISM, except as otherwise permitted in this document or in the Contract.

Third-Party Use Restrictions

RII uses a supply chain of third-party publicly available data providers to support its PRIISM tool. Use of PRIISM provided data is restricted by originating data providers, such as social and traditional media. As a result, only certain uses of this data are permissible, and certain kinds of use are prohibited.

The allowable uses of PRIISM provided publicly available information in support of the Programme are:

- Information Environment Analysis and Assessment;
- Monitoring and Evaluation;
- Audience Analysis;
- Media monitoring and strategic communications campaign analysis;
- Analysing the UK CCS-owned and earned media communications (news, social, and other forms of publicly available information provided through PRIISM);
- Analysing the owned and earned media communications of other state/s and non-state actors;
- Analysing strategic communications, media communication and engagement around topics and themes relevant to the Buyer that inform the assessment of current campaigns; issuance of guidance for current efforts; and enable the development of new objectives;
- Analysing media communication and engagement discussing major military activities; and
- Monitoring conversations and the information environment to enable attribution of and stop the spread of disinformation, misinformation and mal-information (DMMI).

The following activities are prohibited:

- Activities related to law enforcement, intelligence or surveillance purposes (*note above - can be used for media monitoring and messaging campaign analysis*);
- Publication of the data outside of Buyer internal purposes
- Use for any illegal, unauthorised, or improper purposes, such as –
- In violation of an individual's reasonable expectation of privacy;
- In violation of Applicable Law regarding data protection, privacy, or information security;
- For research or analysis that isolates a small group of individuals or any single individual for unlawful or discriminatory purposes;
- To target, segment, or profile any individual based on health, negative financial status or condition, political affiliation, or beliefs, racial or ethnic origin, religious or philosophical affiliation or beliefs, sex life or sexual orientation, trade union membership, data relating to any alleged or actual commission of a crime, or any other sensitive categories of personal information prohibited by Applicable Law;
- Use of the data or services by someone less than 18 years old;
- Attempts to reverse-compile, disassemble, reverse engineer, or otherwise reduce to human-perceivable form any part of the third-party data providers for PRIISM; and
- Interference or violation of any other PRIISM third party data providers' website and/or services visitor's or user's right to privacy or other rights, harvesting or collecting
- personally identifiable information about visitors or users of the third-party providers' website and/or services without their express and informed consent, including the use of any robot, spider, site research or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine.

Training and Risk Mitigation

RII will include an overview of this User Agreement in user onboarding training material to help ensure common understanding of appropriate system usage. The local RII system integrator will routinely review user created queries to identify potential system usage outside the scope of the User Agreement. RII has obtained all Third-Party Data Provider approvals needed to support the Programme. Note that **X (formerly Twitter) will not approve use cases related to law enforcement, directed intelligence, or surveillance purposes and RII will abide by the Terms of Use of other social media platforms**. RII and its Third-Party Data Providers have experience successfully gaining approval for national security organisation's use of X data for media monitoring, and messaging campaign analysis use cases, as applicable to the approved use case in support of this Programme.

If any Third-Party Data Providers alter allowable use terms, RII will notify Buyer of the new terms and will remove access to these data sources if terms are not acceptable to Buyer.

RII shall collaborate with Buyer, as needed but no more than quarterly, to determine if:

- The User Agreement facilitates current Buyer requirements while mitigating potential violations of the use restrictions addressed herein; and
- Anticipated Buyer use cases trigger Third Party Use Restrictions with RII's Data Providers. RII shall facilitate appropriate Third-Party Use Restriction reviews and approvals, as reasonably required. During the quarterly User Agreement review, any new or updated social media based Use Cases will be assessed and any needed approvals will be requested and obtained by RII.

Buyer, with assistance from RII, will restrict Buyer user access to specific data sources in those situations where a use case is not permissible against those data sources. If it is determined that violations of the Use Restrictions of a Third-Party Data Provider cannot be managed, mitigated, or avoided, RII will not utilise that data source in support of the Programme.

User Acknowledgement, Consent and Signature

USER:

By signing below, I understand and acknowledge the terms of this User Agreement as applicable to my use of the PRIISM tool and the data provided therewith;

I understand that when I access information provided in support of this Programme, it is for Buyer/CCS use only in support of this Programme; and I consent to monitoring for usage outside of the terms of this User Agreement.

Signature

Date