



Service Order

This Service Order is entered into as of the Date of Signature by and between The Department for International Trade, North America, British Consulate General New York, 1 Dag Hammarskjold Plaza, 885 Second Avenue, New York, NY, 10017-6927 ("UK DIT", "Client") and RelPro, Inc., 51 JFK Parkway, Short Hills, NJ, 07078 ("Provider"). Provider will provide and license the RelPro Software Service to Client under the following Terms and Conditions.

RelPro® Web-Based License and Terms & Conditions

Provider grants to Client, and Client accepts, a nontransferable, nonexclusive license and right for Client Authorized Users employees to access the RelPro® software ("the Software") at web address app.relpro.com ("the Website") via the Internet and to use the Software and the User Documentation only in conjunction with this Service Order, for its own purpose and operations.

Additional Terms and Conditions may appear on the Website. Any such additional Terms and Conditions are incorporated into this Agreement by reference and are legally binding.

SERVICE ORDER	
Client	UK DIT
Description of Software Service	<p>RelPro at web address login.relpro.com : includes, sourcing, storage, management and analysis of data associated with targeted individuals and organizations. Data sourced and/or stored on individuals includes contact details, employment history, affiliations, education, connections, interests, tags, news articles and search terms. Data sourced and/or stored on organizations includes contact details, current executives, tags, news articles, derived business connections and search terms.</p> <p>Functionality includes searching, sourcing, identity resolution, list management, data capture, media search analysis, data extract, alerts, reporting and analysis.</p> <p>Further details of the software are contained in the Software User Guide, which is incorporated into this agreement and available at the same web address, updated from time to time.</p> <p>The Software Service will be hosted by Provider (and its partners) and accessed and used by Client through the use of the Internet and Client computers.</p>
Commencement Date	September 10, 2022
Initial Term	24 months, from Commencement Date to September 9, 2024
Maximum # of Authorized Users	55 (Fifty-Five)
Maximum # of Contact Profile Views / Exports	31,000 per year

Email Alerts	Each user can “follow” (generate alerts) on 30 people or companies
Client Primary Contact	[Redacted]

SUBSCRIPTION FEES	
Annual subscription-payable in advance	Service Year commencing September 10, 2022: \$55,200 Service Year commencing September 10, 2023: \$57,960 <u>Total Payable: \$113,160</u> The licensed user will be defined by their corporate email address. Renewal Terms shall be subject to a minimum automatic increase of at least five percent (5%) at the end of each elapsed 12 month period.

Except as otherwise stated, Provider fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “Taxes”). Client is responsible for paying all Taxes associated with Provider Services hereunder. If Provider has the legal obligation to pay or collect Taxes for which Client is responsible related to these fees, Provider will invoice Client and Client will pay that amount unless Client provides Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

Intellectual Property

Client agrees that the RelPro® Software and User Documentation are proprietary products and services and that all right, title and interest in and to the Software and User Documentation, including all associated intellectual property rights, are and shall at all times remain with Provider and its third party licensors. The Software contains trade secret and proprietary information owned by Provider or its third party licensors and is protected by United States copyright laws and international trade provisions. Client must treat the Software like any other copyrighted material and Client may not use, copy or distribute the Software electronically or otherwise, for any purpose other than as expressly set forth herein and may only use, copy or distribute the User Documentation to those employees of Client responsible for installing, administering and maintaining Client’s network, desktops and laptops, productivity software, servers, databases, telecom equipment. Client hereby grants to Provider a nonexclusive right to use all Client Content as necessary solely for the purposes of providing the Software and Services to Client authorized users pursuant to this Service Order.

Other Restrictions

Use of the Software is restricted to use by Client and only for their internal business purposes. Client may not use the Software, or data accessed using the Software (excluding Client Content), for the benefit of any third parties or provide service through or other access or use of the Software to third parties. "Client Content" means any data, information, trademarks, logos, files, images, text or other content that may be uploaded to the Website by Client authorized users for use in conjunction with the Software or Services.

Client may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, the data accessed using the Software (excluding Client Content), the User Documentation, or any portions thereof, to any third party, and any attempt to do so is null and void. Client may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. In connection with the use of the Software, Client will not (i) upload any Client Content that infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, (ii) knowingly violate any applicable law, statute, ordinance or regulation (including those regarding export control), (iii) knowingly upload any Client Content that is considered defamatory, trade libelous, threatening, harassing, or obscene, (iv)

access the Software via an unauthorized entry, or permit direct or indirect access to or use of any of the Software in a way that circumvents a contractual usage limit, (v) create or build any derivative works from the Software or User Documentation, (vi) copy the Software or any part, feature, function or user interface thereof, (vii) frame or mirror any part of the Software, other than framing on Client's own intranets or otherwise for Client's own internal business purposes or as permitted in the User Documentation, (viii) access the Software or User Documentation in order to build a competitive product or service, (ix) introduce through the upload of any Client Content any virus, worms, malware, Trojan horse or other destructive item to the Website, or (x) obtain or attempt to obtain any materials, content, or information through any means not intentionally made available or provided by Provider.

During the term of this Service Order, and for one year after any termination of the Agreement, Provider and Client (or their affiliates) will not, without the prior written consent of each other, solicit or attempt to solicit, divert or hire away any person employed by the other party.

Survival

The above Intellectual Property and Other Restrictions shall survive termination of this Service Order.

CLIENT ACCEPTANCE INFORMATION	
Client Order Number (if applicable)	
Date Accepted	
Governing DUNS Number	
Contact First and Last Name	[Redacted]
Contact Title	Director Exports North America
Contact Email Address	[Redacted]
Telephone Number	[Redacted]
Signature	[Redacted]
Payment Method	Invoice

AUTHORIZED AND ACCEPTED BY:

Client Signature	[Redacted]	Date	13/09/2022
	_____		_____
Print Name	[Redacted]	Title	Head of
	_____		Commercial Management

APPENDIX 1

RELPRO SOFTWARE SERVICE LEVEL AGREEMENT

This Schedule represents a Service Level Agreement ("SLA") between Provider and Client for the provisioning of the Services specified in this Agreement. The SLA remains effective for the duration of the License Term.

Items covered by the SLA

- Services provided by the web address defined in the license
- Service support tool provided for the submission of service requests

Items not covered by the SLA

- Any usage outside the terms of use specified in this Agreement
- Errors in third party content, services and facilities not provided by Provider
- Any integration of the software with another service or application

Service Availability

- The Services will generally be available from 8:00AM to 8:00PM Eastern Standard Time Monday to Friday except Federal holidays
- Down-time may be required from time to time to deploy upgrades, fixes to errors and perform routine maintenance in the Services
- Any downtime required to deploy upgrades and perform routine maintenance in the Services will be given with 12 hours notice unless otherwise mutually agreed between Provider and the Client in writing

Service Requests

- Issues and errors with the Services must be submitted through the Feedback button on the Website
- All information required in the Feedback tool must be completed for an error to be addressed by the service support team
- Service support coverage will be generally available between 8:00AM to 5:00PM Eastern Standard Time Monday to Friday except Federal holidays
- A first response to correctly submitted service requests will be made within 12 hours during the service support period
- Outside the service support coverage period a first response to correctly submitted service requests will be made on a best efforts basis
- Resolution of service requests will be provided on a best efforts basis

APPENDIX 2

RELPRO SOFTWARE SYSTEM REQUIREMENTS

This schedule defines the minimum system specifications required by the Services.

Web Browsers

- Google Chrome 30 and up
- Microsoft IE 11 and Edge
- Firefox 34 and up
- Safari 7 and up
- Adobe Acrobat 9 (Windows) / Adobe Acrobat 10 (Mac)
- Microsoft Office 2007 (Windows) / Microsoft Office 2011 (Mac)

Operating Systems

- Windows 7 SP1 and up
- Mac OS X 10 and up

Devices

- Desktop
- Laptop
- Tablet devices running Google Chrome browser (using website login.relpro.com)
- Smartphones running Google Chrome browser (using website m.relpro.com)

Exclusions

- Readers: including but not limited to Kindle, Nook, Sony