

**SEENIT DIGITAL LIMITED
ORDER FORM**

Client name	Department for Work & Pensions	Payment terms	Invoiced half yearly in advance
Billing address	Caxton House, Tothill Street, London SW1H 9NA	PO required?	Net 30
		PO number	YES
			To be sent to supplier after order form signed
Main point of contact	Name: [REDACTED], Strategic Communications Finance Manager, [REDACTED] , [REDACTED]		
	Title: Strategic Communications Finance Manager		
	Email: [REDACTED]		
	Phone: [REDACTED]		
Billing contact (where invoice will be sent)	Invoices will be sent to: SSCL Accounts Payable Team Room 6124 Tomlinson House Norcross Blackpool FY5 3TA email: APinvoices-DWP-U@sscl.gse.gov.uk Please Note : A copy of the invoice should also be forwarded to the Contract Supplier Management Team, to ensure the invoices are correctly receipted – email: INVOICING.TECHNOLOGY-CSMT@DWP.GSI.GOV.UK		

PLATFORM LICENCE

Seenit is a cloud-hosted technology platform and accompanying mobile app (“**Seenit Platform**”) that enables the Client to invite a group of people (e.g. employees, customers, fans, etc.) to capture photo and video content using their mobile phones and submit them via the Seenit platform to the Client. A description of the platform and the legal framework is provided at the end of this document.

Seenit is providing the Client with access to the technology platform on the basis of the terms set out in this agreement.

Effective Date The start date for the particular Licence Term: 17/09/2018

Licence Term The period during which the Seenit Platform may be used:
 12 months from the Effective Date of the Order Form
 In respect of any 12 month period following 13/09/2019 the following maximum annual licence fees shall apply in respect of the provision of the Standard Support Service (which shall not, for the avoidance of doubt, be subject to indexation):
 Seenit platform licence for the Department for Work & Pensions Strategic Communications Team and Community : £60,000 + VAT

Scope of licence	<p>Permitted usage:</p> <p>The Client will use the Seenit Platform for the purpose creating content with both internal and external people from the Department for Work & Pensions community to drive communications campaigns</p> <p>The Seenit Platform will be used by the following team(s):</p> <ul style="list-style-type: none"> • Strategic Communications Team and Community <p>Licence limitations:</p> <p>The licence is for the use of the Department for Work & Pensions Strategic Communications Team and Community. The Seenit relationship will be direct with the Strategic Communications Team who can then manage onboarding and projects for the broader Communications community which includes DWP employees outside the Strategic Communications Team. It also includes capturing content from employees, ministers, and citizens.</p>
Additional terms or amendments to the Standard Terms, agreed by the Parties	<p>Clause 3.1(d) and (e)</p> <p>These clauses are amended in each case by the deletion of the words “to the best of its knowledge”.</p> <p>Clause 12.1 Liability</p> <p>This clause is amended by the deletion of the words “or data”.</p> <p>Clause 12.5 Liability</p> <p>This clause is amended to be an annual cap by the addition of the words “per 12 month Licence Term” as follows.</p> <p>12.5 Subject to clauses 12.2, 12.3 and 12.6, for which there will be no cap on liability, each party’s total liability, per 12 month Licence Term, to the other party in contract, tort (including negligence) or otherwise shall:</p> <p>Clause 12 Liability</p> <p>The following clause is added as a new clause 12.8</p> <p>12.8 In the defence or settlement of any Claim, Seenit may procure the right for the Client to continue using the Platform, replace or modify the Platform so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 5 Working Days’ notice to the Client without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.</p> <p>Clause 21.1 Publicity - Seenit Platform Licence Standard Terms and Conditions</p>

The contractor shall not:

- a) Make any press announcements or publicise this contract or its contents in any way; or
- b) Use the Authority’s name or brand or clips or extracts or stills from any Project in any promotion or marketing or website or announcement of orders.

without the written consent of the Authority via letter, which shall not be unreasonably withheld or delayed.

Schedule 1 Clause 3 Training and support - Seenit Platform Licence Standard Terms and Conditions

Up to 6 hours training will be provided.

Technical support

Ongoing technical support will be available between 8am – 8pm GMT Monday to Friday.

Schedule 3 Data Processing Schedule

Clause 2.2 is deleted and replaced with the following

2.2 The parties agree that in respect of any personal data that is processed in connection with this Data Processing Schedule, where the Client is the controller, or to the extent they are joint controller, the Client shall be the “data controller” and Seenit or Sub Processor shall be the “data processor”.

Exhibit 1 is amended by the deletion and replacement to the Data Subject table as follows

Data Subject – categories, and **Personal Data** – types as set out in the table below:

Required details	Description
<p>Data Subjects</p> <p>The personal data processed relate to the following categories of data subjects:</p>	<p>(a) Studio Users: employees, staff, workers or contractors of the Client</p> <p>(b) App users: customers, employees and/or users of the Client</p>
<p>Categories of Personal Data (a above) (Client is data controller)</p>	<p>Basic registration and/or contact information including for example: names, addresses, other contact information; and/or further technical</p>

The personal data processed includes the following types of data:	tracking and identifier information such as: cookies; device IDs
Categories of Personal Data (b above) (parties are joint controllers) The personal data processed includes the following types of data:	Information contained in the content submitted: <ul style="list-style-type: none">• user image or likeness (or that of others who also appear) in the content uploaded;• Other information about the user (or that of others who also appear) in the content uploaded;• Other information about the user (or that of others who are also mentioned) in the messages sent to Client.

SEENIT PLATFORM LICENCES AND FEES	Amount
Seenit platform licence for the Department for Work & Pensions Strategic Communications Team and Community	£60,000 + VAT
Total platform licence fees	£60,000 + VAT

TOTAL CONTRACT FEES	£60,000 + VAT
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All prices are exclusive of VAT or equivalent sales tax

SEENIT FINANCIAL INFORMATION		
Supplier contact details	Main point of contact:	
	Name:	Finance contact:
	Tel Number:	Name: [REDACTED]
	Email:	Tel Number: [REDACTED]
		Email: accountspayable@seenit.io
Payment details	Account name:	Seenit Digital Ltd
	Account number:	29116996
	Sort code:	60-19-26
	BIC/SWIFT:	NWBKGB2L
	IBAN:	GB93NWBK60192629116996

This Order Form together with the relevant Standard Terms identified below, create an Agreement between Seenit Digital Limited with a registered office at Stapleton House, 2nd Floor, 110 Clifton Street, London, EC2A 4HT, UK ("**Supplier**"), and the Client named above ("**Client**"), entered into as of the Effective Date.

Unless a separate set of bespoke terms governing the licenses and/or services listed above have been specifically agreed between the Parties and appended to this Order Form, this Agreement is subject to and incorporates Seenit's Platform Licence Standard Terms ("**Standard Terms**"), available here:

<http://seenit.io/legal-6c5a175/>

NB. Please note the Information Security Policy Documents are password protected. Please use the following password to open the ZIP file:

[REDACTED]

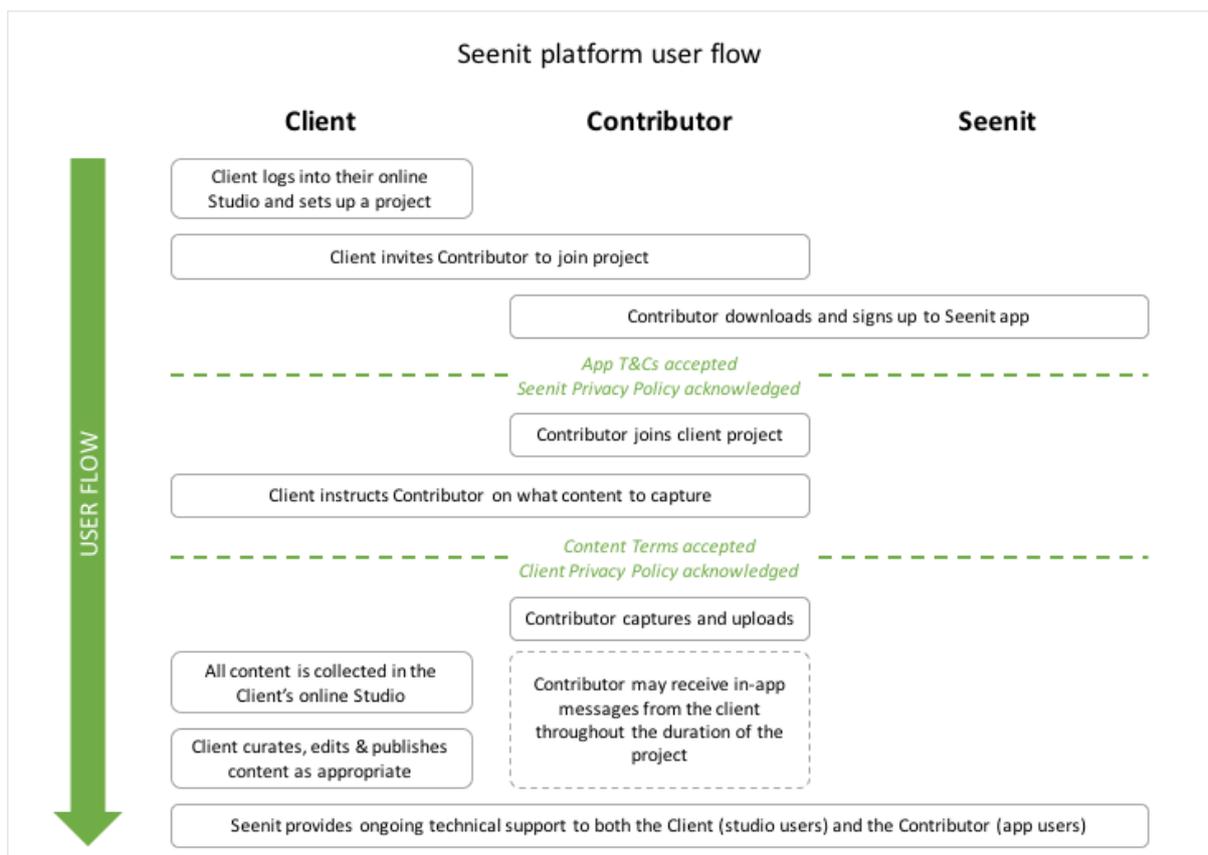
SIGNED for and on behalf of THE CLIENT		SIGNED for and on behalf of SEENIT DIGITAL LIMITED	
Signature		Signature	
	[REDACTED]		[REDACTED]
Name	[REDACTED]	Name	[REDACTED]

Position	Commercial	Position	COO
Date	17/09/18	Date	17 September 2018

INTRODUCTION TO SEENIT

Seenit is a cloud-hosted technology platform and accompanying mobile app that enables the Client to invite a group of people (e.g. employees, customers, fans, etc.) to capture photo and video content using their mobile phones and submit them via the Seenit platform to the Client. The Client will then use this content however it deems necessary, for example for marketing purposes, employer branding, internal communication and knowledge sharing, or as part of a wider content production engagement within the business.

The group of people who submit content to the Client are called as Contributors. Contributors are invited to join a project on the platform by the Client. For example they may be employees, subscribers to a marketing newsletter, members of a loyalty scheme, or simply asked to participate via social media. Over time, the Client will build up a community of Contributors who may wish to participate in multiple projects, creating a group of brand advocates or champions.



The platform follows the high level user flow as outlined above. Contributors capture and submit content to the Client using the Seenit mobile app. This content is collected in the cloud-hosted online Studio which is accessible by the Client via a web browser. The Studio enables the Client to communicate with their Contributors using an in-app messaging

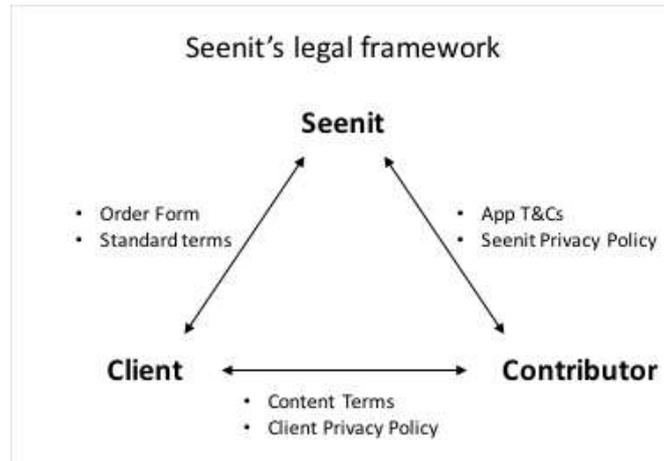
capability. The Studio also provides filtering, curation and editing tools to enable the Client to create finished pieces of content for publication.

It is entirely at the Client's discretion which group of Contributors they wish to invite to join a project and what content they ask them to submit, Whilst the Seenit app and studio enables the Client to create, edit and publish photo and video content, the Client is at all times in control of and has total editorial discretion over the content created. Seenit may supply some content and editorial services as agreed separately, but the Client in any event at all times has final sign off for, approval over and responsibility for the content created.

LEGAL FRAMEWORK

The overview below provides an introduction to the legal framework and a summary of how Seenit handles important issues such as content rights and personal data.

The legal framework for the use of the Seenit platform is set out in the diagram below. Due to there being 3 parties involved in the delivery of the Services, Seenit advise that the Client adopts Seenit's legal framework to ensure all parties are given the levels of protection they need.



A summary of each legal agreement is provided below:

Order Form: Sets out the commercial terms for the specific engagement. It is possible for a single Client to enter into multiple Order Forms with Seenit, for example if different teams choose to procure the platform for their own usage.

Standard Terms: Overarching agreement setting out the obligations of Seenit and the Client, warranties, indemnities & liabilities, IP protection, termination, confidentiality and data protection clauses. From an IP perspective, the Standard Terms stipulates that any content created by the Client using the platform belongs to the Client, and any technology IP supplied or licenced by Seenit to the Client belongs to Seenit.

App T&Cs: Accepted by the Contributor when they sign up to the Seenit app. It covers IP ownership and licence of the software application itself and rules around its usage.

Content Terms: Accepted by the Contributor before being able to submit content to the Client. It grants the Client and Seenit full rights to use any content the Contributor submits and sets out a number of restrictions on what the Contributor is not allowed to submit. There is also a section left blank where the Client may add their own additional terms on a project-by-project basis.

Content rights

At its heart, Seenit is a content creation tool where Clients collaborate with Contributors to produce original content, so it is important that the rights framework is well understood by all parties.

There are five different categories of content defined in the Standard Terms, and the description below explains how the rights process is constructed between the contracts:

- **User content**, is the content uploaded by Contributors of the app, who may be a Client's employees, customers, fans or anyone the Client asks to submit content to their project. By default, Contributors retain the copyright to the content they upload, however they grant the Client and Seenit a worldwide, perpetual, non-exclusive right

to use the content for whatever purposes they require. This is set out in the Content Terms which the Contributor must agree to before being able to upload any content, and is also addressed in the Standard Terms under clauses 3.1(f) and 6.4.. Seenit will only use the content for the purposes of delivering the services to the Client, unless the Client has agreed to permit Seenit to use the content for promotional purposes. Because Seenit cannot control the content that the Client chooses to publish, and will only perform video editing services under the Client's strict instruction, Seenit cannot be held accountable should the user content breach any law. This is addressed in clause 5.1(a) of the Standard Terms. Seenit reserves the right to remove any user content from the platform if the content breaches the terms of the agreement, intellectual property or is deemed to be libellous, obscene, indecent, illegal, discriminatory, hateful, abusive or confidential (see clause 5.2 of the Standard Terms).

Should the Client wish to change the content rights relationship between the Contributor and itself, this may be done by adding bespoke wording to the bottom of the Content Terms that the Contributor agrees to in the app. This can be done by contacting your Customer Success Manager at Seenit.

- **Client Content**, which includes all content provided by the Client that is used as part of creating a finished piece of content (e.g. logos, branding, intro and outro bumpers, fonts, graphics, etc.). Client content is owned by the Client, but may be used by Seenit during the licence term for the purpose of delivering the services. For example, Seenit may need to use Client content to provide the Client with video editing services, or upload Client branding and templates into the platform. The rights agreement governing this process is set out in the Standard Terms at clauses 6.2, 6.3 and 6.7.

In order to protect ourselves, Seenit asks for the following:

- i. That the Client has full right and title to the Client content, and the content does not contain a virus which would corrupt Seenit's technology platform with repercussions for all Seenit's Client (see clauses 4.1 b, c, d of the Standard Terms);
 - ii. Seenit has the right to remove Client content from the platform if the content breaches the terms of the agreement, intellectual property or is deemed to be libellous, obscene, indecent, illegal, discriminatory, hateful, abusive or confidential (see clause 5.2 of the Standard Terms).
- **Client user content**, which is user content uploaded by the Client. This content, although uploaded by a Contributor of the app, is deemed to follow the same rights relationship as Client Content which is set out above.
 - **Third party content**, is any content procured by Seenit as required in the delivery of the services to the Client. In this case, Seenit is responsible for ensuring there is nothing in the third party content that breaches any law or is libellous, obscene, indecent, illegal, discriminatory, hateful, abusive or confidential (see clause 3.1(e) of the Standard Terms). Because this content is procured by Seenit from a third party, the Client is asked to abide by any rights restrictions or limitations set by that third party (see clauses 4.1(f) and 6.4 of the Standard Terms).
 - **Output**, is the final finished content that the Client creates using the platform. All output is owned by the Client, including in the event that Seenit is asked to help create the output on behalf of the Client (see clause 6.5 and 6.6 of the Standard Terms). The Client has full control over what output they choose to create. As a result, Seenit asks that the Client commits to the following:
 - i. That Seenit does not make any assurances to the quality of the output (see

- clause 3.4 of the Standard Terms);
- ii. That the Client does not use the platform to create any output that breaches any lawm intellectual property or is deemed to be libellous, obscene, indecent, illegal, discriminatory, hateful, abusive or confidential (see clause 4.1(e) of the Standard Terms);
 - iii. That the Client has sole responsibility for any review, clearances or other compliance in respect of the output (see clause 5.1(b) of the Standard Terms).

Personal data

There are 2 types of personal data captured by Seenit:

1. **Registration data**, which is captured when a Contributor signs up to use the app for the first time. We capture the Contributor's full name, email address, date of birth (optional) and gender (optional). We also capture the MAC address of the device the Contributor is using and their location through GPS.
2. **Content data**, which is personal data that is captured in and/or derived from the individual videos/photos uploaded by the Contributor through the app. Depending on what the Contributor chooses to upload, the content itself may contain personal data (e.g. the filmer says their name) and the algorithms Seenit uses to analyse the content may capture personal information. This analysis includes transcribing what is said in the video, analysing the video for object recognition and determining the sentiment of the video.

All data captured by Seenit is used to support the Client in the delivery of our services, as outlined below:

Registration data: Seenit will be the Controller of the User Registration Data. This data is made available to the Client in the following ways:

- The individual names and email addresses of the Contributors will be visible to the Client within their Studio. This helps Clients identify the Contributors in their community and the pieces of content they have uploaded. The Client should only use these details to the extent necessary to contact the Contributor in relation to rights clearance or other use of the uploaded content, and for the provision of credit to Contributors.
- The other information submitted by the Contributors on registration will also be visible to the Client within their Studio, and should only be used by the Client to the extent necessary for the receipt of the services Seenit provides, including for selection and production of content and other editorial control or decision making.

Seenit is responsible for informing Contributors about the processing of their registration data, including its disclosure to third party Clients, and to otherwise comply with the requirements of the DPL.

Content data: Seenit and the Client are joint controllers of any personal data collected and/or derived from the content that Contributors voluntarily upload. Seenit and the Client will use this personal data as follows:

- The Client and Seenit will use the content to create final pieces of video.
- Seenit will tag each piece of content with relevant metadata tags based on the data derived from the content. These tags will be made available in the Studio with restricted access (i) to the Client and (ii) to the Seenit administrator(s) for support

purposes in accordance with their contractual obligations.

- Seenit will use the personal data derived from the content for the purpose of optimising its services. This will happen by extracting metadata that:
 - will immediately be anonymised or pseudonymised; or
 - is necessary for the Client's use of the services and it is not processed by Seenit for any other purpose.

Provision of additional services from Seenit

Seenit has the ability to offer the Client additional paid-for Creative Services such as professional editing and production support, as detailed in the Order Form. These may be purchased at the time the initial Platform Licence kicks off or at any time during the Licence Term. A separate SoW may be agreed between Seenit and Client governing the provision of these additional services.