



T&Cs – Relative Insight Inc.

These are the terms and conditions (**Terms**) for Relative Insight Inc., a Delaware company (**Relative Insight**) in relation to the Services they will provide.

These Terms, together with the Order Form, comprise the agreement between Relative Insight and Customer for the Services (**Agreement**). In the event of a conflict, the Order Form will take precedence over the Terms.

1. DEFINITIONS & INTERPRETATION

Action: means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.

Add Ons: as described in the Specification.

Applicable Law: all applicable laws, statutes, and regulations in force from time to time.

Authorized Users: those employees, agents or independent contractors of Customer, who are authorized by Customer to use the Services.

Business Days: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Business Hours: means 9am – 5pm on a Business Day.

Confidential Information: information about a party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" but excluding Information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.

Contract Year: means a 12 month period starting on the Start Date or any anniversary of it.

Core Services: as described in the Specification.

Customer Data: all of the data inputted by Customer, Authorized Users, or Relative Insight on Customer's behalf for the purpose of using or facilitating use of the Services.

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shall include the California Consumer Privacy Act as amended by the California Privacy Rights Act (California Civil Code 798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time.)

Deliverables: the reports and summaries produced by the Software.

Documentation: the Specification and any documents made available to Customer by Relative Insight online via <https://relativeinsight.com> which sets out user instructions for the Services.

Fair Use Policy: as described in the Specification.

Free Trial Period: the period of time in which Premium Features may be offered at no cost, as set out in the Order Form or as otherwise agreed by the parties in writing.

Initial Subscription Term: as set out in the Order Form.

Intellectual Property Rights (IPR): all patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, including but not limited to algorithms, screens, interfaces, functionalities, computer code, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order Form: the order form incorporating these Terms specifying the Services selected.

Personal Data: as defined in the Data Protection Legislation.

Premium Features: additional features of the Services as described in the Specification which from time to time may be offered by Relative Insight.

Relative Insight IPR: all IPR subsisting in or relating to the Services, Specification and the Deliverables including any modifications, improvements, and anything else that may be developed or created by Relative Insight from time to time, including anything created in the course of the provision of the Service.

Renewal Period: has the meaning given in Section 3.1.

Service/s: the subscription services provided by Relative Insight to Customer under this Agreement as described in the Specification.

Software: the online software applications provided by Relative Insight as part of the Services.

Specification: containing the description of the Services available at <https://relativeinsight.com/service-specification/>

Start Date: as set out in the Order Form.

Subscription Term: the Initial Subscription Term together with any subsequent Renewal Periods.

Third-Party Products: any third-party products described in Exhibit A provided with or incorporated into the Services.

Third-Party Product EULA: the terms and conditions between the vendor and Customer for the Third-Party Product(s).

Virus: anything or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

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Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the meaning of the words preceding those terms.

Customer's attention is drawn to Sections 4.3, 4.6, 8.5, 11, 13.4 and 13.5.

2. GRANT OF RIGHTS

2.1 Subject to and conditioned on Customer's and Authorized Users' compliance with the terms and conditions of this Agreement, Relative Insight hereby grants Customer:

2.1.1 a non-exclusive, non-transferable (except in compliance with Section 15.1), non-sublicensable, right to access and use the Services and the Documentation during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

2.1.2 a non-exclusive, non-transferable (except in compliance with Section 15.1), non-sublicensable, perpetual license to use the Deliverables for Customer's internal business purposes in connection with its use of the Services.

2.2 Subject to Section 15.1, the rights provided under this Section 2 are granted to Customer only, and shall not be considered granted to any affiliate in Customer's group without Relative Insight's express written agreement.

2.3 Relative Insight reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title or interest in or to Relative Insight IPR.

3. TERM AND TERMINATION

3.1 This Agreement shall commence on the Start Date and shall continue in accordance with the Initial Subscription Term and thereafter shall be automatically renewed for the same time period as set out in the Initial Subscription Term for successive renewal periods (each a "**Renewal Period**"), unless terminated earlier in accordance with this Section 3.

3.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

3.2.1 the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so; or

3.2.2 if the other party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency Law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver, custodian or similar agent for a substantial part of its property or business.

3.3 Relative Insight may terminate this Agreement with immediate effect by giving written notice to Customer if :

3.3.1 Customer fails to pay any amount due under this Agreement within 7 days of the due date for payment; or

3.3.2 Customer breaches any of the usage restrictions in Section 5.

3.4 Customer may terminate the Agreement by providing at least one month's written notice prior to the end of the Initial Subscription Term or Renewal Period (as applicable).

3.5 On renewal, all Core Services and Add Ons previously provided will carry over into the Renewal Period.

4. RELATIVE INSIGHT'S RESPONSIBILITIES, WARRANTIES AND DISCLAIMERS

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4.3 The warranty at Section 4.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Relative Insight's instructions, or modification or alteration of the Services by any party other than Relative Insight or Relative Insight's duly authorized contractors or agents. If the Services do not conform with the foregoing warranty, Relative Insight will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide Customer with an alternative means of accomplishing the desired performance. **SUCH CORRECTION OR SUBSTITUTION CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND RELATIVE INSIGHT'S SOLE LIABILITY FOR ANY BREACH OF THE WARRANTY SET OUT IN SECTION 4.2.**

4.4 If Relative Insight's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, Relative Insight shall be allowed an extension of time to perform its obligations equal to the delay caused by Customer.

4.5 Relative Insight warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

4.6 EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 4, ALL SERVICES, DOCUMENTATION AND DELIVERABLES ARE PROVIDED "AS IS" AND RELATIVE INSIGHT DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RELATIVE INSIGHT MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, DELIVERABLES OR DOCUMENTATION WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE OR ERROR FREE. THE FOREGOING WARRANTIES DO NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

4.7 Relative Insight shall be entitled to delete the source files that Customer uploads to the Software within 7 days of upload.

5. CUSTOMER'S RESPONSIBILITIES

5.1 Customer is responsible and liable for all uses of the Services, Documentation and Deliverables resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions. Customer shall, and shall procure that its Authorized Users shall:

5.1.1 co-operate with Relative Insight in all matters relating to the Services, including providing necessary instructions, research criteria and support to enable Relative Insight to carry out its obligations under the Agreement;

5.1.2 without affecting its other obligations under this Agreement, comply with all Applicable Law with respect to its activities under this Agreement;

5.1.3 obtain and shall maintain all necessary licenses, consents, and permissions necessary for Relative Insight, its contractors and agents to perform their obligations under this Agreement;

5.1.4 use all reasonable endeavours to prevent any unauthorized access to, or use of, the Services and, in the event of any such unauthorized access or use, promptly notify Relative Insight; and

5.1.5 have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data.

5.2 In relation to the Authorized Users, Customer undertakes that:

5.2.1 the maximum number of Authorized Users that it authorises to access and use the Services shall not exceed the number set out in the Order Form except as expressly agreed to in writing by the parties and subject to payment of the additional fees in accordance with Section 6; and

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5.2.3 each Authorized User shall keep a secure password for their use of the Services, and that such password shall be kept confidential;

5.2.4 it shall maintain a written, up to date list of current Authorized Users and provide such list to Relative Insight within 5 Business Days of Relative Insight's written request;

5.3 Customer shall permit Relative Insight or its designated auditor to audit the Services to establish the name and password of each Authorized User to audit compliance with this Agreement. Each audit may be conducted no more than once per quarter and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with Customer's normal conduct of business. Relative Insight shall be responsible for the costs of the audit unless the audit reveals that Customer has underpaid Relative Insight pursuant to Section 5.3.2;

5.3.1 if any of the audits referred to in Section 5.3 reveal that any password has been provided to any individual who is not an Authorized User, then without prejudice to Relative Insight's other rights, Customer shall promptly disable such passwords and Relative Insight shall not issue any new passwords to such individual;

5.3.2 if any of the audits referred to in Section 5.3 reveal that Customer has underpaid fees to Relative Insight, then without prejudice to Relative Insight's other rights, Customer shall pay to Relative Insight an amount equal to such underpayment as calculated in accordance with Relative Insight' prices set out in the Order Form within 10 Business Days of the date of the relevant audit.

5.4 Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to:

5.4.1 knowingly introduce or permit the introduction of any Virus or Vulnerability into Relative Insight's network and information systems;

5.4.2 knowingly upload, or request that Relative Insight uploads, to the Software any material that is:

(a) unlawful, harmful, defamatory, obscene, threatening, infringing or racially or ethnically offensive;

(b) facilitates illegal activity;

(c) depicts sexually explicit images;

(d) promotes unlawful violence;

(e) is discriminatory; or

(f) is otherwise illegal or causes damage or injury to any person or property;

5.4.3 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Deliverables (as applicable) in any form or media or by any means;

5.4.4 attempt to de-compile, reverse compile, disassemble, reverse engineer other otherwise attempt to gain access to any software component of the Services or reduce to human-perceivable form all or any part of the Software;

5.4.5 access all or any part of the Services and Deliverables in order to build a product or service which competes with the Services; or

5.4.6 subject to Section 16, use the Services and/or Deliverables to provide services to third parties;

5.4.7 subject to Sections 15.1 and 16 (as applicable), license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Deliverables available to any third party except the Authorized Users; or

5.4.8 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Deliverables, other than as expressly provided for in this Agreement.

5.5 Relative Insight reserves the right, without liability and without prejudice to its other rights against Customer, to disable Customer's access in the event of any breach of this Section.

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invoice being raised to a bank account nominated in writing by Relative Insight from time to time.

6.2 The fees are based on reasonable usage as per the limits in the Fair Use Policy and Relative Insight reserves the right to charge the additional fees stated in the Fair Use Policy where these are exceeded.

6.3 If Customer fails to pay Relative Insight any amount due, Relative Insight may, in its sole discretion:

6.3.1 charge interest at a rate equal to the overdraft rate charged by Relative Insight's commercial bank from time to time commencing on the due date and continuing until fully paid whether before or after judgment; and

6.3.2 suspend all or part of the Services until payment has been made in full.

6.4 All sums are:

6.4.1 payable in US dollars; and

6.4.2 All sums payable under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Relative Insight's income.

6.5 Where the number of Authorized Users set out in the Order Form increases, Customer shall, within 30 days of the date of Relative Insight's invoice, pay the relevant fees for such additional Authorized Users which, if purchased part way through the Initial Subscription Term or any Renewal Period (as applicable), shall be pro-rated from the date of activation by Relative Insight for the remainder of the Initial Subscription Term or Renewal Period (as applicable).

6.6 After the Initial Subscription Term and no more than once per Contract Year, on 7 days' notice Relative Insight shall be entitled to increase the fees payable under the Agreement in line with the percentage increase in the US Consumer Prices Index over the preceding 12 month period or 2.5% (whichever is the greater).

6.7 Where Customer requires invoices to reference Customer's purchase order number, Customer agrees to provide its purchase order to Relative Insight within 7 days of signature of the corresponding Order Form. All terms, conditions, or provisions which may appear as pre-printed language or otherwise be inserted within any purchase order shall be of no force and effect and acceptance of a purchase order will not constitute a written instrument modifying the Agreement.

7. INTELLECTUAL PROPERTY OWNERSHIP

7.1 Relative Insight shall retain ownership of all Relative Insight IPR and Customer shall retain ownership of all Customer IPR. The only IPR granted to either party are as expressly stated in this Agreement.

With respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all IPR, in and to the Third-Party Products.

7.2 Relative Insight warrants that it has all the rights in relation to the Services, Documentation and the Deliverables that are necessary to grant the rights it purports to under this Agreement and that their use by Customer in accordance with the Terms shall not infringe the IPR of third parties or Applicable Law.

7.3 Customer warrants that it has all the rights in the Customer Data that are necessary to grant the license in Section 7.4 to Relative Insight, and that the use of Customer Data in providing and receiving the Services under the Agreement shall not infringe the IPR of third parties or Applicable Law.

7.4 Customer hereby grants Relative Insight a fully paid-up, non-exclusive, non-transferable (except under Section 14.1), royalty-free license to use Customer Data as necessary to provide the Services to Customer for the term of this Agreement.

7.5 Relative Insight shall have the right to collect and analyze data and other information solely relating to the usage of the Services (which for

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8. IPR INDEMNIFICATION

8.1 Relative Insight shall defend Customer against any claim that Customer's use of the Services, Documentation or Deliverables in accordance with this Agreement infringes any third party's IPR and shall indemnify Customer for any amounts awarded against Customer in judgment or settlement of such claims, provided that:

8.1.1 Relative Insight is given prompt notice of any such claim;

8.1.2 Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Relative Insight in the defense and settlement of such claim, at Relative Insight's expense; and

8.1.3 Relative Insight is given sole authority to defend or settle the claim.

8.2 In the defense or settlement of any claim pursuant to Section 8.1, Relative Insight may procure the right for Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement on 2 Business Days' notice to Customer and provide a pro-rated refund in respect of any Services paid for but not received, without any other liability to Customer under the Agreement or otherwise.

8.3 In no event shall Relative Insight, its employees, agents and sub-contractors be liable to Customer to the extent that the alleged infringement is based on:

8.3.1 a modification of the Services, Documentation or Deliverables by anyone other than Relative Insight; or

8.3.2 Customer's use of the Services, Documentation or Deliverables in a manner contrary to the instructions given to Customer by Relative Insight;

8.3.3 Customer's continued use of the Services, Documentation or Deliverables after notice of the alleged or actual infringement from Relative Insight or any appropriate authority; or

8.3.4 Third-Party Products.

8.4 Customer shall defend Relative Insight against any claim that Relative Insight's use of Customer Data (including, where instructed by Customer/its Authorized Users, Relative Insight's collection of Customer Data) in accordance with this Agreement infringes any third party's IPR and shall indemnify Relative Insight for any amounts awarded against Relative Insight in judgment or settlement of such claims, provided that:

8.4.1 Customer is given prompt notice of any such claim;

8.4.2 Relative Insight does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Customer in the defense and settlement of such claim, at Customer's expense; and

8.4.3 Customer is given sole authority to defend or settle the claim.

8.5 THIS SECTION 8 SETS FORTH EACH PARTIES' SOLE REMEDIES AND SOLE LIABILITIES AND OBLIGATIONS RESPECTIVELY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES, DOCUMENTATION OR DELIVERABLES (IN THE CASE OF RELATIVE INSIGHT) OR CUSTOMER MATERIALS INCLUDING BUT NOT LIMITED TO CUSTOMER DATA (IN THE CASE OF CUSTOMER) INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY IPR OF ANY THIRD PARTY.

9. DATA PROTECTION

9.1 Where the parties have agreed that Customer may upload Customer Data that contains Personal Data to the Software for analysis as part of the Services and Customer has signed Relative Insight's data processing agreement, the terms of the data processing agreement will apply in addition to these Terms.

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10. CONFIDENTIALITY

10.1 The receiving Party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder.

10.2 Notwithstanding Section 10.1, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with Applicable Law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings.

10.3 On the expiration or termination of the Agreement, on request the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or otherwise shall destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed.

10.4 Each party's obligations of non-disclosure with regard to Confidential Information will expire five years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10.5 Each party acknowledges and agrees that a breach or threatened breach by either party of its obligations under this Section 10, or in the case of Customer, Section 5.4, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in such event, the affected party will be entitled to equitable relief.

11. LIMITATION OF LIABILITY

11.1 NOTHING IN THIS AGREEMENT LIMITS ANY LIABILITY:

11.1.1 WHICH CANNOT BE LIMITED UNDER APPLICABLE LAW;

11.1.2 FOR ANY BREACH, INFRINGEMENT OR MISAPPROPRIATION OF EITHER PARTY'S IPR;

11.1.3 FOR CUSTOMER'S LIABILITY PURSUANT TO SECTION 5.4; OR

11.1.4 UNDER SECTION 9.3.

11.2 SUBJECT TO SECTION 11.1, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE OR INCREASED COSTS; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (c) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES.

11.3 SUBJECT TO SECTION 11.1, EXCLUDING ANY BREACH OF SECTION 10 (CONFIDENTIALITY), IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY EXCEED THE TOTAL FEES PAID TO RELATIVE INSIGHT BY CUSTOMER IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.4 REFERENCES IN THIS SECTION TO LIABILITY INCLUDE EVERY THEORY OF LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT INCLUDING BUT NOT LIMITED TO LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE.

11.5 THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION APPLY IN EACH CASE REGARDLESS OF WHETHER THE RELEVANT PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE

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12. Force Majeure

In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control. If the failure or non-performance continues for more than 30 days, the unaffected party may terminate the Agreement by providing 30 days' prior written notice to the affected party. This Section 12 shall not apply to Customer's obligation to pay the fees payable under this Agreement.

13. PREMIUM FEATURES

13.1 This Section 13 shall apply only to Premium Features and shall take precedence over any other terms and conditions in these Terms where there is a conflict.

13.2 When Relative Insight makes Premium Features available to Customer, then, to the fullest extent permitted by Applicable Law, Relative Insight shall not under any circumstance be liable to Customer for any reason during the Free Trial Period unless such exclusion of liability is unenforceable under Applicable Law, in which case, Relative Insight's total aggregate liability relating to the Premium Feature(s) shall be limited to £100.

13.3 Relative Insight disclaims, to the fullest extent permitted by Applicable Law, all warranties or representations concerning the Premium Feature(s), and all Services are provided "as is" without any warranty during the Free Trial Period.

13.4 UPON EXPIRATION OF THE FREE TRIAL PERIOD, THE PREMIUM FEATURES SHALL AUTOMATICALLY BE ADDED AS A SERVICE AT ITS THEN CURRENT PRICING FOR THE SUBSCRIPTION TERM, UNLESS CUSTOMER PROVIDES RELATIVE INSIGHT WITH AT LEAST 7 DAYS' ADVANCED WRITTEN NOTICE THAT CUSTOMER DOES NOT WISH TO USE THE PREMIUM FEATURES BEYOND THE FREE TRIAL PERIOD.

13.5 ALL DELIVERABLES MADE AVAILABLE TO CUSTOMER DURING THE FREE TRIAL PERIOD WILL BE PERMANENTLY LOST UNLESS THE PREMIUM FEATURES ARE AUTOMATICALLY ADDED TO THE SERVICES PURSUANT TO SECTION 13.4.

14. CONSEQUENCES OF TERMINATION

14.1 On expiry or termination of this Agreement for any reason:

14.1.1 all licenses granted under this Agreement shall immediately terminate and Customer shall immediately cease all use of the Software; and

14.1.2 subject to Sections 4.7 and 13.5, after six months Relative Insight may destroy or otherwise dispose of any of Customer Data in its possession unless Relative Insight receives a written request for delivery to Customer of the then most recent back-up of Customer Data within ten days of termination of the Agreement. Relative Insight shall use reasonable commercial endeavours to deliver the back-up to Customer within 30 days of the request, provided that Customer has paid all fees and charges outstanding at and resulting from termination.

14.2 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

15. GENERAL

15.1 Neither party may assign any of its rights under this Agreement except to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Relative Insight may at any time sub-contract all or any of its rights or obligations under this Agreement.

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Customer agrees to be bound by the revised Terms.

15.3 Except as otherwise set forth in this Agreement, no failure to exercise or delay in exercising any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and no single or partial exercise of any right, remedy, power or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.4 If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible.

15.5 The Agreement, together with any other document incorporated herein by reference, constitutes the sole and entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.6 Nothing in this Agreement establishes or is deemed to establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorize any party to make or enter into any commitments for or on behalf of any other party.

15.7 Each party irrevocably waives, to the fullest extent permitted by law, any right it may have to a trial by jury in any legal action, proceeding, or cause of action arising out of or relating to this Agreement.

15.8 This Agreement and any dispute or claim arising out of it shall be governed by and construed in accordance with the law of the State of New York. The courts of the State of New York shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

15.9 Any notice given to a party under or in connection with this Agreement shall be in writing and shall be sent by email; in the case of Relative Insight to legal@relativeinsight.com and in the case of Customer to the email address stated on the Order Form. Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume. This Section does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

15.10 The parties agree to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of the parties' intention to be bound by this Agreement as if signed by each party's manuscript signature.

16. BRAND AGENCIES

16.1 Relative Insight agrees to brand agencies using the Services for the provision of services to their own customers on the following conditions:

16.1.1 The brand agency is the Customer under this Agreement and is the only beneficiary of the Granted Rights under Section 2; and

16.1.2 Notwithstanding Section 16.1.1, the brand agency is permitted to provide the Deliverables to its own customers as part of its own services providing that its customers are subject to equivalent terms and conditions to those under this Agreement and Customer procures their compliance with the same.

17. THIRD-PARTY PRODUCTS

17.1 Relative Insight may from time to time make Third-Party Products available to Customer. Such Third-Party Products are subject to the applicable Third-Party Product EULA referred to in [Exhibit A](#).

17.2 Relative Insight may suspend or terminate Customer's or Authorized User's access to a Third-Party Product and any related Services if vendor suspends Customer's or Authorized User's access or terminates the Third-Party Product EULA.

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