



REKKI Customers - INSIGHTS

Software as a Service (SaaS)

Terms and Conditions

1. Definitions:
 - a. **Authorised Users:** employees, agents and independent contractors of the Customer who are authorised by the Customer to use SaaS Services as further described in this Agreement;
 - b. **Customer Data:** business related data that the Authorised User submits, shares, transmits or uploads as user-generated content, including but not limited to inventory, prices, expenses, images and/or any other information processed through the Services;
 - c. **Confidential Information:** means all confidential information (however recorded or preserved) disclosed by either party's employees, officers, contractor, subcontractors and advisors to the other party, including but not limited to (a) the terms of this Agreement and (b) the business, assets, affairs, customers, clients, suppliers, of the disclosing party; and (c) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party (or of any member of the group of companies to which the disclosing party belongs);
 - d. **SaaS Services:** the subscription services provided by REKKI to the Authorised User under this agreement via <https://insights.rekki.com/#/> or any other website notified to the Customer by REKKI from time to time or described in the Documentation (Website);
 - e. **Service Support:** support in relation to the Services as specified in as may be notified to the Customer from time to time;
 - f. **Support Working Hours:** 9am - 5pm, Monday - Friday London, UK time.
2. **Services.** REKKI has developed the REKKI Insights for the management of invoices, which it makes available to Customers and their Authorised Users via the internet on a subscription basis. REKKI has agreed to provide and the Customer has agreed to take and pay for access to the Services subject to these Terms and Conditions ("SaaS Services").
3. REKKI may make available to the Customer certain documentation describing the use, features and operations of the Services ("Documentation") to be used solely for the Customer's internal purposes and shall be considered as part of the Confidential Information. Customer Data shall be treated as Confidential Information by REKKI.
4. Subject to the Customer payment of SaaS fees in accordance with the terms of this Agreement, REKKI hereby grants access to Services for the Customer to permit the Authorised Users to use the Services and the Documentation during the term of this Agreement solely for the purposes of Customer's business operations.
5. The Customer agrees to cooperate with REKKI to enable the provision of the Services.
6. **SaaS Fees.** During the Subscription Term, the Customer shall pay the SaaS Fees to REKKI for the SaaS Services in accordance with this Agreement and any subscription terms displayed on REKKI and/or Stripe online flow ("SaaS Fees").
7. The Customer shall provide to REKKI a valid, up-to-date or bank payment information acceptable to REKKI and any other relevant valid, up-to-date and complete contact and billing details and the

Customer hereby authorises REKKI to bill for the SaaS Fees and the Customer shall pay each invoice within seven (7) days after the date of such invoice.

8. If REKKI has not received payment within seven (7) days after the due date, and without prejudice to any other rights and remedies of REKKI, REKKI may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and REKKI shall be under no obligation to provide any access to the Services while the invoice(s) concerned remain unpaid.

9. If, at any time whilst using the Services, REKKI deems in its discretion that the amount of Customer Data exceeds one-hundred (100) invoices (or any other reasonable amount of data storage space, as notified to the Customer by REKKI from time to time in writing), REKKI shall inform the Customer and reserve a right to invoice the Customer for excess data storage fees at the rate specified by REKKI at from time to time.

10. The Customer acknowledges and agrees that REKKI and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

11. The Customer is solely responsible for the backup of the Customer Data and acknowledges that REKKI may elect not to store the entirety of the Customer Data at their reasonable discretion.

12. The use of the Services by Authorised Users through the REKKI Customer App and/or the Website through shall be subject to the **REKKI Customer Licence Agreement** ("BLA") in force from time. The Customer shall: a) use all commercially reasonable efforts to enforce the BLA with its Authorised Users; and b) report to REKKI any breach or suspected breach of BLA, which it becomes aware of.

13. **Term and Termination.** Either party may terminate this Agreement by providing thirty (30) days' written notice to the other party. Either party may terminate this Agreement with immediate effect if the other party materially breaches this Agreement and such breach remains unremedied for seven (7) days after written notice of such breach.

14. REKKI shall have the right to amend the SaaS Fees at any time and/or to amend any other terms of this Agreement from time to time by giving the Customer reasonable notice in writing. Should the Customer not agree with any changes to the SaaS Fees, the Customer shall give REKKI thirty (30) days' notice in writing of their wish to terminate this Agreement.

15. Upon termination: a) the Customer will lose all access to any Customer Data provided under this Agreement and b) all outstanding SaaS Fees due to REKKI become immediately payable.

16. Unless otherwise stated, all capitalised terms used but not defined in this Agreement shall have the meanings given to them in the BLA.

17. The parties have caused this Agreement to be signed by their duly authorised representatives.

18. This Agreement is effective as of the Start Date stated above and is in force until notice is given in accordance with clause 13 above.

19. This Agreement shall be governed and interpreted in accordance with the laws of England and Wales. The parties submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute arising out of or in connection with this Agreement.

