

Ingenin Limited

Master Licence Agreement - PATRIOT

THIS AGREEMENT IS FOR UK USE ONLY. USE OF THE SERVICE OUTSIDE OF THE UK IS NOT PERMITTED WITHOUT THE EXPRESS WRITTEN PERMISSION FROM INGENIN Ltd.

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR FREE TRIAL OF THE SERVICES. IF YOU PURCHASE OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on 28th February 2011. It is effective between You and Us as of the date of You accepting this Agreement.

The Patriot Service

Patriot is an online insurance claim validation service used via a web site called www.checkpatriot.com

The service consists of a series of information pages and a searching function allowing You to check a range of information held on databases connected to the service. This information is designed to assist an insurance claims department or a third party claims management or validation company in validating the authenticity of an insurance claim.

The service allows You to supply details of any serial numbered items that have been reported to you as stolen. This data will be shared with other insurers and the Police and may result in the other insurers or the Police contacting You. The service does not provide personally identifiable information without recourse to the originating data provider allowing contact with Your clients only by You.

A range of reports to assist in identifying potentially fraudulent claims are deposited into Your online account on a monthly basis.

1. DEFINITIONS

1.1 In this Agreement the following words and expressions shall have the following meanings:

'Agreement' means these terms and conditions;

'Business Day' means a day other than a Saturday, Sunday or a bank holiday in England;

"Third Parties" means any other party other than bona fide law enforcement organisations in the United Kingdom

'Claim Validation Data' refers to data that already exists, is amended or added to on the Service

'Commencement Date' means the date you accept this Agreement;

'Confidential Information' means the terms of this Agreement, secret or confidential commercial, financial, marketing, technical, know-how, trade secrets and other information relating to You or Us in any form or medium whether disclosed orally or in writing before or after the date of this Agreement, together with any reproductions of such information in any form or medium or any part of this information. For clarification Claim Validation Data will not be classified as Confidential Information for the purposes of this Agreement

'Control' or 'Controlled' means in relation to a company, that a company shall be treated as "controlled" by another if that other company (whether directly or indirectly and whether by ownership of share capital, possession of voting power, contract or otherwise) appoints (or is able to appoint) and/or removes (or is able to remove) the majority of the members of the governing body of that company or otherwise controls or has the power to control the affairs and policies of that company;

'Date Compliant' means in relation to the Service or any part of it that neither the performance nor functionality of the Service is adversely affected by dates and in particular that in the Service:

- (a) no value for any current date will cause any interruption in operation;
- (b) date-based functionality will behave consistently for all dates;
- (c) in all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or inferencing rules; and
- (d) all relevant years (including without limitation 2004 and 2008) will be recognised as leap years;

'Disclosing Party' means the party to this Agreement disclosing Confidential Information;

'Documentation' means all data or information (in whatever form and on whatever medium) which is originated, prepared or recorded by or on behalf of Ingenin Ltd or any third party or their employees, agents or sub-contractors for the purpose of describing the functions of the Service and which may reasonably be required by You for the understanding and operation of the Service;

'Error' means any characteristic of the Service or the Documentation which means that the Service or the Documentation is not compliant with the warranties set out in Clause 7

'Fees' means the amounts due from You to Us for use of the Service as calculated in accordance with the Schedule of Fees as published by Us on the www.checkpatriot.com website.

'Customer Data' means any personal data as defined in the Data Protection Act 1998 provided or made available to Us by You (including copies, summaries and excerpts in whatever form or medium) in connection with this Agreement;

'Insolvent' means in relation to either party (save in relation to a corporate reorganisation, reconstruction or amalgamation) the appointment of or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any reorganisation, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind it up, or becoming unable to pay its debts as and when they fall due or becoming deemed to become unable to pay its debts as and when they fall due within the meaning of Section 123 of the Insolvency Act 1986;

'Intellectual Property Rights' means all intellectual property rights, including without limitation patents, registered designs, trade marks and service marks (whether registered or not), rights in the nature of unfair competition rights, copyright, database right, design rights, and all similar property rights including those subsisting (in any part of the world) in inventions, designs, drawings, performances, computer programs, semi-conductor topographies, confidential information, business names, goodwill and the style and presentation of goods or services and applications and the right to apply for protection of any of the above rights;

'Line of Business' refers to a particular class of insurance offered or managed by You i.e. Travel insurance, household contents, motor, mobile phone or gadget insurance;

'Maintenance and Support Services Agreement' means the maintenance and support agreement entered into between You and Us;

'Modification' means any change or amendment to, or upgrade or New Version of, the Service or any New Release provided to You;

'New Release' means any new release of any Service which from time to time is publicly marketed and offered for licensing by Us;

'New Version' means the updating of the Service with versions that contain error fixes and/or functional changes;

'Personal Data' means data relating to You

'Purchase Order' means the standard purchase order document supplied to Us by You which refers to this Agreement and contains a unique reference number;

'Receiving Party' means the party to this Agreement to whom Confidential Information is disclosed; **'Service'** means the online, Web-based applications and platform provided by Us via <http://www.checkpatriot.com> that is ordered by You as part of a free trial or under an Order Form, together with, once supplied to You, all Modifications thereafter;

'Trading Entity' means any public facing entity or brand which directly or indirectly controls You, is controlled by You, or is under common control of Your business. "Control", for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

'Use' means to possess, load, execute, process, develop or otherwise use and utilise in accordance with this Agreement;

'Users' means individuals who are authorised by You to use the Service, and who have been supplied user identifications and passwords by Us at Your request. Users may include Your employees, consultants, contractors and agents. External companies that you outsource any part of the claims process to may only use the Service to process claims for policies provided by You or on Your behalf;

'Virus' means any code which is designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Service, or any other associated hardware, software, firmware, computer system or network, or would disable the Service or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral, or that would permit Us or any other person to access the Service to cause such disablement or impairment, or which contains any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations. It includes, without limitation, computer programs commonly referred to as worms or Trojan horses;

'We', 'Us' or 'Our' means the Ingenin Ltd company who's registered office is St John's House, 54 St John's Square, London, EC1V 4JL and;

'You' or 'Your' means the company or other legal entity for which you are accepting this Agreement.

1.2 In the interpretation of this Agreement, unless the context otherwise requires:

- 1.2.1 headings are for reference only and do not affect its meaning;
- 1.2.2 the singular shall include the plural and vice versa;
- 1.2.3 references to one gender shall include references to the other;
- 1.2.4 references to a "person" include any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having a separate legal personality);
- 1.2.5 if there is any conflict between Clauses 1-23 of this Agreement and the provisions of the Schedules, the provisions of Clauses 1-23 of this Agreement shall prevail; and
- 1.2.6 any reference to any statute or legislation shall be deemed to include any amendments, re-enactments or replacements unless otherwise stated.

2. FREE TRIAL

We will make the Service available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which you registered or are registering to use the Service or (b) the start date of any Purchased Services ordered by You. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

3. PROVISION OF PURCHASED SERVICES

We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during a licence term. You agree that Your purchases hereunder are

neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

4. USE OF THE SERVICES

- 4.1 **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of any Claim Validation Data entered into the Service, (iii) use commercially reasonable efforts to prevent unauthorised access to or use of the Service, and notify Us promptly of any such unauthorised access or use.
- 4.2 You shall not (a) make the Service available to anyone other than Users, (b) sell, resell, rent or lease the Service, or (c) attempt to gain unauthorised access to the Service or the related data, systems or networks.
- 4.3 **Ownership of Claims Validation Data.** Once Claims Validation Data has been entered into the Service it is available to any of our other clients, partners, the law enforcement agencies and Recipero the provider of the underlying databases. No data is stored that would enable any 3rd party to identify your Clients without contacting You.

5. LICENCE AND TERM

- 5.1 In consideration of the Fees payable by You to Us, We hereby grant You a non-exclusive, perpetual, world-wide, (the "**Licence**") for a period of 12 months from the date of this agreement, after which one months notice is required to terminate the agreement;
- 5.2 The Service may only be used to validate and process claims for Your Clients
- 5.3 You are not permitted to re-sell the Service or provide access to any third parties without Our written consent
- 5.4 You may not in any way adapt, vary, modify, transfer, reverse assemble, reverse compile or otherwise reverse engineer the Service or any associated software in whole or in part.

6. PAYMENT AND FEES

- 6.1 All charges payable by you for the Service shall be in accordance with the scale of charges and rates published from time to time by Us on Our web site, errors and omissions excepted.
- 6.2 We reserve the right to alter pricing including ceasing to offer elements of the Service free of charge at any time. We will notify you by email if the charge for a service is to be altered. You can then decide if you want to continue to use such service. Your continued use of the Service after the proposed fee modification has been notified will be considered acceptance of the proposed fee modification.
- 6.3 Payment is due each anniversary month following the date the Service was contracted for.
- 6.4 All fees for the Service will be calculated and invoiced at the end of each calendar month.

- 6.5 We will email the invoice to the main email account supplied by You on registration of the service or an alternative email account supplied by you.
- 6.6 Invoices shall set out the detailed breakdown of the payment requested; and be a VAT invoice where applicable, clearly identifying the VAT element.
- 6.7 Undisputed invoices shall be payable by You within 28 days of receipt of each invoice. In the event that You reasonably consider that any portion of an invoice submitted by Us is not in accordance with the terms of this Agreement, You shall be entitled to withhold payment of the disputed portion of the invoice without prejudice to any other rights or remedies you may have.
- 6.8 VAT (where applicable) will be payable by You in addition to the Fees.
- 6.9 All Fees to be paid under this Agreement shall be without any deduction or withholding for or on account of tax, unless required by law.
- 6.10 If any charges are not received from You by the due date, then at Our discretion, such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month.
- 6.11 If any amount owing by You under this agreement for the Service is 30 or more days overdue We may, without limiting Our other rights and remedies, suspend access to the Service until such amounts are paid in full.

7. SUPPLIER WARRANTIES

- 7.1 We warrant, represent and undertake that:
 - 7.1.1 We have full capacity and authority to enter into this Agreement and have or will obtain prior to the Commencement Date, any necessary licences, consents and permits required to grant the Licence;
 - 7.1.2 the Service and any available Documentation do not infringe or violate any Intellectual Property Rights, trade secrets, or rights in proprietary information, nor any contractual, employment or property rights, duties of non-disclosure or other rights of any third parties;
 - 7.1.3 We will comply with all applicable laws, regulations and rules which relate to Our obligations under this Agreement;
- 7.2 The Service will perform in accordance with the functions described in the Documentation and Specification;
 - 7.2.1 the Service is Date Compliant and Currency Compliant;
 - 7.2.2 the Service does not contain any Viruses;
 - 7.2.3 the Service and Documentation are of satisfactory quality and are fit for the purpose for which they are required as set out in the Specification.
- 7.3 Any available Documentation will describe in detail and in a completely self-contained manner how You may access and use the Service for the purposes described in the Specification such that any reader of the Documentation can access, use and maintain all of the functionality of the Service without the need for further instruction.

- 7.4 If You notify Us of an actual or suspected Error in the Service or Documentation but not the Claim Validation Data, We shall, at our own expense, use reasonable efforts to correct the Error. If We are unable to do so, We shall either:
- 7.4.1 repair the Service or Documentation so that it is free of Errors;
 - 7.4.2 replace the defective elements of the Service or Documentation (as the case may be) with a Service or documentation of at least equivalent functionality and performance that is free of Errors;

8. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 8.1 We undertake to defend You from and against any claim or action that the use of the Service and Documentation or any part of them infringes the Intellectual Property Rights of a third party (an "IPR Claim") and shall fully indemnify and hold You harmless from and against any losses, damages, costs (including legal fees) and expenses incurred by You or awarded by a court of competent jurisdiction against You as a result of or in connection with such an IPR Claim. We shall be promptly informed by You in writing and furnished with a copy of each communication, notice or other action relating to the alleged infringement and You shall provide Us with all reasonable authority, information and assistance (at Our expense) necessary for Us to defend or settle such an IPR Claim, provided always that in so doing We shall not take any step which You reasonably believes to be detrimental to its commercial interests.
- 8.2 The foregoing indemnity shall remain in effect notwithstanding any termination of this Agreement.
- 8.3 If any IPR Claim is made or, in either party's reasonable opinion, is likely to be made against You, We shall, with minimum disruption to You, at its option promptly and at Our expense either:
- 8.3.1 procure for You the right to continue using the Service or Documentation as appropriate; or
 - 8.3.2 modify or replace the infringing part of the Service or Documentation as appropriate (without prejudice to the representations and warranties made as to such Service and Documentation and without diminishing or curtailing any of the required functions or facilities or the performance of the Service and Documentation as set out in the Specification or otherwise) so as to avoid the infringement or alleged infringement
- 8.4 **Indemnification by You.** You shall defend Us against any Claim made or brought against Us by a third party alleging that Your Data, The Claim Validation Data entered into the Service by You or Your use of the Service in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify Us for any damages finally awarded against, and for reasonable legal fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defence and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance.

9. INTELLECTUAL PROPERTY

You acknowledge that any and all copyright and other proprietary rights which subsist in or arise in connection with the Service or any available Documentation belong to Us and that You shall have no right in or to the Service or the Documentation save the right to use it as permitted by this Agreement.

10. CONFIDENTIALITY AND DATA PROTECTION

- 10.1 Each party undertakes to keep confidential the Confidential Information of the other disclosed to it and to use the other party's Confidential Information solely for purposes related to this Agreement.
- 10.2 The Receiving Party will not disclose, copy, reproduce or distribute the Disclosing Party's Confidential Information to any person, except:
- 10.2.1 To comply with this agreement or schedules or specifications attached or with the prior written consent of the Disclosing Party;
 - 10.2.2 to its employees, professional advisors, consultants, sub-contractors, agents, insurers and authorised representatives (including to such persons representing its group undertakings), but only to the extent that disclosure is necessary for the purposes related to this Agreement;
 - 10.2.3 where disclosure is required by law, by a court of competent jurisdiction, by the rules of any stock exchange or by the mandatory requirements of another appropriate regulatory body, provided that all reasonable steps to prevent such disclosure will be taken, the disclosure will be of the minimum amount required, and the Receiving Party consults the Disclosing Party first on the proposed form, timing, nature and purpose of the disclosure.
- 10.3 The obligations under Clauses 11.1 and 11.2 will not apply to Confidential Information:
- 10.3.1 to the extent it is or becomes generally available to the public other than through a breach of this Agreement; or
 - 10.3.2 which the Receiving Party can show by its written or other records was in its lawful possession prior to receipt from the Disclosing Party and which had not previously been obtained from the Disclosing Party or another person under an obligation of confidence; or
 - 10.3.3 which subsequently comes into the possession of the Receiving Party from a third party who does not owe the Disclosing Party an obligation of confidence in relation to it.
- 10.4 Without prejudice to Clause 11.1, We may only process any "personal data" as defined in section 1(1) of the Data Protection Act 1998 or any law with similar or equivalent subject matter in any country which has jurisdiction in relation to the subject matter of this Agreement or any data to be processed under it (such legislation together with the Data Protection Act 1998, "**Data Protection Legislation**"). We shall only undertake such processing in accordance with Your instructions. We shall comply with all of Our obligations under any relevant Data Protection Legislation and any obligations which You are obliged to impose upon Us, including in particular, the adoption of appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

11. TERM AND TERMINATION

- 11.1 This Agreement shall be effective from the Commencement Date for 12 months and shall continue unless terminated earlier under this Clause 12.
- 11.2 You may terminate this Agreement for any reason after the 12 month period by providing 1 month prior notice to Us. We may terminate the Agreement for any reason by providing 1 months prior notice to You after the 12 month period.
- 11.3 In addition to Your rights under 11.2, You may terminate this Agreement with immediate effect by giving notice to Us if:
- 11.3.1 We commit any persistent breaches of this Agreement or a material breach of any of Our obligations under this Agreement which We fail to remedy within 14 days of receiving notice requiring Us to do so or is incapable of remedy;
- 11.3.2 We act or omit to act in a manner calculated or likely to bring You into disrepute; or
- 11.3.3 We become Insolvent.
- 11.4 The termination of this Agreement shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination. You shall also have the right to continue to use the Service for the period set out in this Agreement following termination by You of this Agreement under Clause 11.3.
- 11.5 Upon termination of this Agreement for any reason, We shall:
- 11.5.1 Provide You with all necessary termination assistance reasonably required; and
- 11.5.2 shall procure that all documentation containing Confidential Information shall be returned to you within 14 days.
- 11.6 The provisions of Clause 11 (Termination) and any other provision of this Agreement which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

12. LIMITATION OF LIABILITY

- 12.1 We will not be responsible for any incorrect or inaccurate Claim Validation Data uploaded to the Service or in connection with the Service, whether caused by Users of the Service or by any of the equipment or programming associated with or utilised in the Service.
- 12.2 Nothing in these terms and conditions shall exclude Our liability for death or personal injury resulting from Our negligence.
- 12.3 Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Service shall be limited to the charges paid by you in respect of the Service which is the subject of any such claim.
- 12.4 In any event no claim shall be brought unless you have notified Us of the claim within one month of it arising.
- 12.5 In no event shall We be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever..
- 12.6 Nothing in this Agreement shall exclude or limit either party's liability for:

- 12.6.1 death or personal injury resulting from negligence;
- 12.6.3 any breach of the obligations implied by section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982; or
- 12.6.4 any liability which cannot be excluded by law.

13. OTHER AGREEMENTS

This Agreement will supersede all other agreements or discussions whether written or oral between You and Us and comprise the entire agreement between the parties with respect to the subject matters described in them.

14. VARIATIONS

No changes or variations to this Agreement shall be effective unless agreed in writing between the parties.

15. PUBLICITY

We retain the right to disclose in Our publicity material the names, but not the commercial arrangements of Our relationship under this Agreement.

16. WAIVER

The failure of either party to enforce or to exercise any term of this Agreement does not constitute a waiver of such term and will in no way affect that party's right later to enforce or to exercise it.

17. THIRD PARTY RIGHTS

17.1 This Agreement is entered into You for Your benefit as notified to Us pursuant to Clause 5.3 of this Agreement.

17.2 Save as provided in Clause 19.3, a person who is not a party to this Agreement or a permitted assignee has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

17.3 Subject to the rights granted to the parties pursuant to this Agreement, this Agreement may be varied, amended, modified, suspended, cancelled, terminated or rescinded by the parties hereto without the consent of any third party beneficiary, notwithstanding that such third party has relied on, or indicated assent to, any term of this Agreement.

18. SEVERABILITY

If any provision of this Agreement or any part of any provision shall be determined to be partially void or unenforceable by any court or body of competent jurisdiction or by virtue of any legislation to which it is subject or by virtue of any other reason whatsoever, it shall be void or unenforceable to that extent only and no further and the validity and enforceability of any of the other provisions or the remainder of any such provision shall not be affected by such determination.

19. NOTICES

19.1 Any notice or other communication to be given under this Agreement shall be in writing and signed by or on behalf of the party giving it and may be served by, delivering it by hand or sending it by first class post to the address and for the attention of the relevant Party set out in Clause 19.3 (or as otherwise notified from time to time under this Agreement). Any notice so served by hand or post shall be deemed to have been received:

19.2 in the case of delivery by hand, when delivered;

19.2.1 in the case of post, at the expiration of two (2) Business Days

19.2.2 provided that where, in the case of delivery by hand, such delivery or transmission occurs after 6 p.m. on a Business Day or on a day which is not a Business Day, service shall be deemed to occur at 9 a.m. on the next following Business Day.

19.3 The addressees of the parties for the purpose of Clause 19.1 are as follows

Party:	Ingenin Limited ('Us')
Address:	St John's House, 54 St John's Square, London, EC1V 4JL
Email:	admin@ingenin.com
Attention of:	Contracts Manager

20. APPLICABLE LAW

This Agreement will be construed in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

21. SURVIVAL

The Clauses that by their nature need to survive, will survive expiry or termination of this Agreement.

22. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

23. ENTIRE AGREEMENT

These terms and conditions together with any documents expressly referred to in them, contain the entire Agreement between Us relating to the subject matter covered and supersede any previous Agreements, arrangements, undertakings or proposals, written or oral: between Us in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to this Agreement, you confirm that you have not relied on any representation other than those expressly stated in this Agreement and you agree that you shall have no remedy in respect of any misrepresentation which has not been made expressly in this Agreement.

SCHEDULE 1 – SPECIFICATION

The Patriot Service

Patriot is an online insurance claim validation service used via a web site called www.checkpatriot.com

The service consists of a series of information pages and a searching function allowing You to check a range of information held on databases connected to the service. This information is designed to assist an insurance claims department or a third party claims management or validation company in validating the authenticity of an insurance claim.

The service allows You to supply details of any serial numbered items that have been reported to you as stolen. This data will be shared with other insurers and the Police and may result in the other insurers or the Police contacting You. The service does not provide personally identifiable information without recourse to the originating data provider allowing contact with Your clients only by You.

A range of reports to assist in identifying potentially fraudulent claims are deposited into Your online account on a monthly basis.

SCHEDULE 2 – MAINTENANCE AND SERVICE

- 2.1 In the event that the Service is due to be offline for maintenance We will provide You with a minimum of 10 working days notice. We require acceptance or otherwise of this notification within 24 hours, failure to provide this acceptance will constitute automatic acceptance and the maintenance will take place at the designated time.
- 2.2 We will use Our best endeavours to do any maintenance work that requires the Service to be offline to be carried out outside the normal trading period of 8am to 6pm.
- 2.3 In the event of any major change to the Service We will provide a representative between 10am and 4pm or part thereof on an agreed day to provide training on any changes.
- 2.4 In the event of a failure of the Service during Our standard working hours defined as 9 a.m - 5 p.m Monday to Friday excluding statutory holidays support of the Service will be in line with the Incident Reporting and Impact Code as shown below In the event of such an incident please send an email to support@checkpatriot.com providing details of the incident and the Severity code, and to whom We should provide the Resolution Action Plan and updates.

Severity	Criteria	Response	Resolution Action Plan	Target time to fix
1 – Emergency	Major disruption, service unavailable as a result of failure of a Key Component. Examples: All users affected products not available or multiple clients affected.	30 minutes	4 hours	1 day
2 – Urgent	Major inconvenience, some users affected as a result of failure of a Major component. Examples: All or some users experiencing slow responses or errors.	2 hours	8 hours	2 days
3 – Minor	Minor problem, no impact on service. Examples: A single user affected, business functionality still maintained.	24 hours		7 days