Insight Innovation Terms of Business

Insight Engineering Design & Analysis Limited, trading as Insight Innovation

Company number 132155C, incorporated in the Isle of Man under the Companies Act 1931. Registered office: Geay Varrey, Four Roads, Port St Mary, Isle of Man. Version 3.0, November 2026.

About these terms

These are the standard terms on which Insight Innovation provides all of its services: consultancy and advice, engineering design and analysis, software and artificial intelligence (AI) solutions, websites and digital systems, and hosted and support services. They replace our Standard Terms and Conditions of Business Version 2.0 (September 2026) and the Terms of Service previously published on our website.

In these terms, "we", "us" and "our" mean Insight Engineering Design & Analysis Limited, and "you" and "your" mean the client named in the Order.

The terms are arranged so that each engagement only uses the parts it needs:

- **Part A** (clauses 1 to 24) applies to every engagement.
- **Part B** (clauses 25 to 27) applies when we provide consultancy, advisory, training, engineering design, analysis or prototyping services.
- **Part C** (clauses 28 to 32) applies when we design, build or configure software, AI, automation, websites or other digital solutions.
- **Part D** (clauses 33 to 38) applies when we host, support, maintain or run something for you on an ongoing basis, including retainers and subscriptions.
- **Part E** (clause 39) applies to anyone using our website.

- **Schedule 1** applies whenever we process personal data on your behalf, and **Schedule 2** lists what an Order sets out.

These terms are written for business clients. If you deal with us as a consumer, nothing in them affects your statutory rights. Questions about these terms can be sent to hello@insight.im.

Part A: General terms

Part A applies to every engagement, whatever the type of work.

1. Definitions and interpretation

1.1 In these terms the following words have these meanings.

AI Output has the meaning given in clause 16.1.

Background IP means intellectual property (IP) that we own or license before an Order starts, or that we create independently of it, including our software tools, code libraries, frameworks, templates, prompts, methods, know-how, and our own products and platforms.

Business Day means a day other than a Saturday, Sunday or public holiday in the Isle of Man. **Business Hours** means 9.00am to 5.30pm (Isle of Man time) on a Business Day.

Charges means the fees, rates, expenses and other amounts payable for the Services, as set out in the Order.

Client Data means any data, including personal data, that you or your users supply to us, or that we access in your systems, in providing the Services.

Client Materials means any documents, data, designs, content, software, instructions, specifications and other materials that you supply to us.

Confidential Information means information of a confidential nature that one of us discloses to the other in any form, including information about its business, clients, finances, technology, systems, data and plans, and the terms of any Order.

Contract means the contract between you and us for a particular Order, made up of the Order, these terms and any documents they refer to.

Data Protection Legislation means the Data Protection Act 2018 of the Isle of Man, the Data Protection (Application of GDPR) Order 2018 (which applies the General Data Protection Regulation, or GDPR, in the Isle of Man in a modified form known as the

"Applied GDPR"), the GDPR and LED Implementing Regulations 2018 (LED being the European Union's Law Enforcement Directive), and, where they apply to the processing concerned, the United Kingdom's version of the GDPR (the "UK GDPR"), the United Kingdom's Data Protection Act 2018 and the European Union's GDPR, each as amended or replaced.

Deliverables means everything we produce for you under an Order, such as reports, advice, designs, drawings, calculations, models, prototypes, software, code, configurations, documentation and trained models, but not our Background IP or Third-Party Components.

Intellectual property means copyright, database rights, design rights, patents, trade marks, rights in software, rights in know-how and confidential information, and all similar rights anywhere in the world, whether registered or not.

Order means a proposal, quotation, statement of work, work package, order form or similar document issued by us that describes Services and has been accepted under clause 2.

Services means the services we provide under an Order, including the Deliverables.

Third-Party Components means software, AI models, cloud services, data, goods or materials supplied by someone other than you or us, including open-source software.

1.2 Headings are for convenience only. "Including" means including without limitation. "In writing" includes email. A reference to a law includes it as amended or replaced, and any law made under it.

2. How a contract is formed

2.1 We describe each piece of work in an Order. Each Order, together with these terms, forms a separate Contract.

2.2 You accept an Order when you sign it, confirm acceptance in writing, issue a purchase order that refers to it, or ask us to start the work it describes, whichever happens first.

2.3 A quotation is valid for 30 days from its date unless it says otherwise. We may correct obvious errors in a quotation before you accept it.

2.4 If we start work at your request before an Order is finalised, for example initial meetings or discovery work, these terms apply to that work. We will charge for it at the rates we have told you, unless we agreed in writing that it would be free of charge.

2.5 These terms apply in place of any other terms, including any you try to impose and any implied by trade, custom or course of dealing.

3. Which document takes priority

3.1 If documents conflict, they take priority in this order:

(a) a variation agreed in writing by both of us under clause 23.2;

(b) Schedule 1, on any matter about processing personal data on your behalf, unless the Order expressly changes it;

(c) the Order;

(d) Parts B, C and D, for the Services they cover;

(e) Part A.

3.2 An Order may change these terms for that Order only. A change made in one Order does not apply to any other.

4. Purchase orders and your own terms

4.1 If you issue a purchase order, we accept it for your administration and invoicing only. Terms printed on, attached to or referred to in a purchase order, supplier portal, invoice system or similar document do not form part of the Contract, unless both of us sign a document that expressly says they do.

4.2 Please make purchase orders and payments out to our legal name, Insight Engineering Design & Analysis Limited.

4.3 If you need us to sign your own supplier agreement, we are happy to review it. Where both of us sign it, it takes priority over these terms to the extent it says so.

5. Our services and standard of work

5.1 We will provide the Services described in the Order with reasonable skill and care, in line with good industry practice, using suitably skilled and experienced people, and will work towards your objectives in a timely and efficient way.

5.2 We will comply with the laws that apply to us in providing the Services, and with your reasonable site rules, information security and health and safety policies that you give us in writing in advance. If complying with a policy adds cost or time, we will tell you and it will be handled as a change under clause 5.5.

5.3 Dates and timescales in an Order are estimates, unless the Order expressly says a date is a fixed deadline. We will tell you promptly if we expect a delay.

5.4 We may make changes to the Services that are needed to comply with the law or safety requirements, or that do not materially affect their nature, scope or quality. We will tell you about any such change.

5.5 Either of us may ask to change the scope of the Services. We will tell you the effect of a requested change on the Charges, timetable and anything else affected. A change is binding only once both of us have agreed it in writing, and until then we will carry on with the work as originally agreed.

6. Your responsibilities

6.1 You will:

(a) give us accurate, complete and timely information, decisions and approvals;

(b) give us the access we reasonably need to your people, premises, systems, data and other suppliers;

(c) name a contact who has authority to make decisions about the Services;

(d) make sure you have the rights to give us the Client Materials and Client Data and to let us use them for the Services;

(e) provide a safe working environment whenever we are at your premises; and

(f) keep backups of your own systems and data, unless the Order says we will.

6.2 We are not responsible for any loss, damage, delay or cost caused by Client Materials or instructions that are incomplete, incorrect, inaccurate, illegible, out of sequence, in the wrong form or late, or by any other act or omission of yours or of your other suppliers. Where this happens, we may extend the timetable and charge for any extra work at the rates in the Order.

6.3 You are responsible for deciding whether the Services and Deliverables are suitable for your purposes, and for your own legal and regulatory compliance in using them.

7. Our people and subcontractors

7.1 We decide who carries out the Services. If an Order names key people, we will try to keep them on the work, and if one becomes unavailable we will replace them with someone suitably skilled.

7.2 We may subcontract parts of the Services to other consultants, developers or specialists. We remain responsible for their work, and they will be bound by confidentiality obligations at least as strict as ours.

7.3 Our people remain our employees or contractors. Nothing in a Contract makes any of them your employee.

8. Conflicts of interest

8.1 We will tell you if we become aware of a conflict of interest in our relationship with you, or between you and another client.

8.2 Where a conflict can be managed by suitable safeguards, such as separate teams and information barriers, we will put those safeguards in place, with your informed consent where possible.

8.3 If a conflict cannot be managed in a way that protects your interests, we may decline to provide further Services and will tell you promptly.

8.4 We may act for other clients, including those whose interests differ from or are adverse to yours, provided we keep your Confidential Information confidential under clause 10.

9. Charges, invoicing and payment

9.1 Charges are in pounds sterling and exclude Value Added Tax (VAT), which we will add where it applies.

9.2 Time-based work is charged at the hourly or daily rates in the Order. Unless the Order says otherwise, a day means 7.5 working hours and we record time in units of 15 minutes.

9.3 Fixed-price work is charged at the price in the Order and covers only the scope described in it. Anything outside that scope is a change under clause 5.5.

9.4 Unless the Order says otherwise:

(a) for a new client, 50% of a fixed price or estimated fee is payable when the Order is accepted, and the balance as set out in the Order or, if it says nothing, on completion;

(b) time-based work is invoiced monthly in arrears; and

(c) reasonable expenses that you have approved in advance, including travel off the Isle of Man and accommodation, are charged at cost.

9.5 Third-party costs that the Order says you will pay, such as software licences, cloud hosting, domain names, advertising spend and AI usage fees, are your responsibility. Where we pay them for you, we will recharge them at cost plus any handling fee stated in the Order.

9.6 Invoices are due for payment within 14 days of the invoice date, unless the Order states a different period.

9.7 If you dispute an invoice, please tell us in writing within 10 Business Days of receiving it, explaining why, and pay any undisputed part on time. We will both try to resolve the dispute promptly.

9.8 If you pay late, we may charge interest on the overdue amount at 5% a year above the Bank of England base rate (or any successor rate), accruing daily from the due date until payment, together with our reasonable costs of recovering the debt.

9.9 If any amount is more than 14 days overdue, we may suspend the Services after giving you 7 days' written notice. Any timetable is extended by the length of the suspension.

9.10 You will pay all amounts in full without any deduction or set-off, except where the law requires it.

9.11 We may review our hourly and daily rates once a year by giving at least 30 days' written notice. A rate change does not affect a fixed price in an Order you have already accepted.

9.12 Before offering credit terms, we may carry out a search with a credit reference agency or fraud prevention service.

10. Confidentiality

10.1 Each of us will keep the other's Confidential Information confidential, use it only to provide or receive the Services, and protect it with at least the care it uses for its own, and never less than reasonable care.

10.2 Either of us may disclose the other's Confidential Information:

(a) to its own employees, subcontractors, professional advisers, insurers, auditors and external peer reviewers who need to know it and are bound by duties of confidentiality;

(b) where required by law, a court or a regulator, giving the other notice first where the law allows; or

(c) with the other's written consent.

10.3 These obligations do not apply to information that is or becomes public other than through a breach of these terms, that the receiving party already lawfully knew without restriction, that it develops independently, or that it lawfully receives from someone else without restriction.

10.4 These obligations apply during each Contract and for five years after it ends. For trade secrets, personal data and Client Data, they continue for as long as the information remains confidential or protected by law.

10.5 When a Contract ends, each of us will, on request, return or securely destroy the other's Confidential Information. Either of us may keep copies the law requires it to keep, and copies held in routine backups until they are deleted in the normal course, provided they are kept confidential.

11. Data protection

11.1 Each of us will comply with the Data Protection Legislation.

11.2 We are the controller of the personal data we collect to run our business and manage our relationship with you, such as contact details for your people, identity and verification information we may ask for before starting work, and billing records. We use it as described in our privacy policy at insight.im/privacy, including to provide the Services, for internal administration, regulatory compliance and statutory returns, and for credit reference and fraud prevention checks.

11.3 We may contact your representatives by letter, telephone or email about services we believe may interest them. Anyone who would rather not hear from us can tell us at any time and we will stop.

11.4 Where we process personal data on your behalf as your processor, Schedule 1 applies, and the Order (or a separate data processing agreement) will describe the processing.

11.5 You agree that personal data may be transferred outside the Isle of Man where this is necessary to provide the Services, provided the transfer complies with the Data Protection Legislation.

12. Information security

12.1 We will take appropriate technical and organisational measures to protect Client Data against unauthorised access, loss, alteration and disclosure, in proportion to the nature of the data and the Services.

12.2 When we access your systems, we will follow your reasonable access and security policies that you give us in advance, use only the accounts you provide, and use that access only for the Services.

12.3 We will tell you without undue delay after becoming aware of any security incident affecting Client Data, and help you deal with it.

12.4 You are responsible for the security of your own systems, accounts and credentials, and for removing our access when we no longer need it.

13. Email and other communications

13.1 Unless you tell us otherwise, we may communicate with you, and with third parties involved in the Services, by email and other electronic means, including video calls and shared online workspaces.

13.2 Electronic communication carries risks of non-receipt, delay, misdirection, interception, corruption and viruses. Each of us is responsible for virus-checking what it receives. Provided we have taken reasonable precautions, including using up-to-date virus scanning, we are not liable for loss caused by a virus or by a communication being intercepted, corrupted or altered after it leaves us.

13.3 If you would rather we did not use email for particular material, tell us and we will use another method, unless electronic submission is mandatory.

13.4 Formal notices under a Contract must be in writing and delivered by hand, by post, or by email to the address in the Order. If no address is given, notices to you go to your registered office or principal place of business, and notices to us go to our registered office, or by email to hello@insight.im.

13.5 A notice is treated as received:

(a) if delivered by hand, on delivery;

(b) if posted to an address in the Isle of Man or the United Kingdom, two Business Days after posting, or five Business Days after posting to anywhere else; and

(c) if emailed, at the time it is sent if that is within Business Hours, or otherwise at the start of the next Business Day, provided the sender does not receive a message saying it was not delivered.

14. Intellectual property

14.1 Each of us keeps ownership of the intellectual property it owned before a Contract or creates outside it. You keep all rights in the Client Materials and Client Data. We keep all rights in our Background IP.

14.2 Unless the Order says otherwise, once you have paid all the Charges due under an Order, we assign to you the intellectual property in the Deliverables created specifically for you under that Order, to the extent any exists (some AI Output may not attract intellectual property protection). Until then, you may use the Deliverables for the purposes of the Contract, but that permission ends if the Contract ends because you have not paid.

14.3 Where our Background IP forms part of a Deliverable, we grant you a non-exclusive, perpetual, worldwide, royalty-free licence to use, copy and modify it as part of that Deliverable, for the purposes of your business and your group companies. The licence transfers only together with the Deliverable. You may not sell or license our Background IP on its own, or use it to build a product that competes with ours.

14.4 Some Services are licensed rather than assigned, for example access to our own platforms and products, or solutions that we host and run for you. Where the Order says so, you receive a licence on the terms in the Order instead of an assignment.

14.5 Third-Party Components, including open-source software, are supplied under their own licence terms, which you agree to follow. We will identify significant Third-Party Components in the Order or in the Deliverable's documentation. Ownership of them does not pass to you.

14.6 You grant us a non-exclusive, royalty-free licence to use the Client Materials and Client Data for the purpose of providing the Services.

14.7 Nothing stops us using the general skills, knowledge, experience, ideas and techniques we gain in providing the Services, provided we do not disclose your Confidential Information.

14.8 We may use anonymised and aggregated information from our work, which does not identify you, your people or your clients, to improve our services and for internal research. This never includes using Client Data to train AI models, which is governed by clause 16.5.

14.9 We will not knowingly infringe anyone else's intellectual property in providing the Services. If a claim is made that a Deliverable infringes a third party's intellectual property, we will tell you promptly and may modify or replace it, obtain the right for you to keep using it, or, if none of those is reasonably possible, refund the Charges paid for it. This

does not apply to Client Materials, Third-Party Components, AI Output, or Deliverables changed by anyone other than us. Subject to clause 17, this clause sets out our entire responsibility for such claims.

15. Warranties and what we do not promise

15.1 We warrant that we will perform the Services with reasonable skill and care, and that we have the right to enter into each Contract.

15.2 You warrant that you have the right to enter into each Contract, and that our use of the Client Materials and Client Data in line with the Contract will not infringe anyone's rights or break any law.

15.3 We do not promise any particular business result, such as savings, revenue, leads, search rankings, regulatory approval or efficiency gains, because results depend on your data, people, decisions and circumstances.

15.4 We do not warrant that anything resulting from the Services meets any standard or specification other than those expressly set out in the Order.

15.5 Where we supply, recommend or specify Third-Party Components, we give no warranty or guarantee about their quality, fitness for purpose, availability or performance. Where we can, we will pass on to you the benefit of any warranty we receive from the supplier.

15.6 Our Services may relate to legal, regulatory, compliance, tax or financial matters, for example where we build compliance tools or advise on the governance of AI. Unless the Order expressly says otherwise, we do not give legal, tax, investment or regulated financial advice, and you should take your own professional advice on those matters. You remain responsible for your own regulatory obligations.

15.7 All other warranties, conditions and terms, whether implied by statute, common law or otherwise, are excluded to the fullest extent the law allows.

16. Artificial intelligence

16.1 AI Output means any text, code, image, analysis, classification, prediction, recommendation or other content generated by an AI model, whether it forms part of a Deliverable, is produced while we provide the Services, or is produced by a system we have built when you use it.

16.2 AI models work on probabilities. AI Output can be inaccurate, incomplete, out of date, biased or inconsistent, and the same input can produce different outputs. We will design, configure and test AI systems with reasonable skill and care, and to any testing standard set out in the Order, but we do not warrant that AI Output will be accurate or free from error.

16.3 You are responsible for how AI Output is used. You will keep appropriate human review of AI Output before relying on it, especially for decisions that affect people's rights, employment, finances, health, safety or legal position, or that have regulatory consequences.

16.4 AI systems we build may use AI models and services from third parties. The Order or the solution's documentation will identify the main providers that will process Client Data. Their own terms, availability and pricing apply, and they may change or withdraw their models. If that means changes are needed to what we have built, we will tell you, and the work will be handled as a change under clause 5.5.

16.5 We will not use Client Data to train, fine-tune or improve AI models for anyone other than you without your written consent. Where a provider offers settings or terms that stop customer data being used to train its models, we will use them for your work unless you agree otherwise.

16.6 We may use AI tools ourselves in providing the Services, for example to help write code, analyse documents or draft reports. We remain fully responsible for our work whether or not we use such tools, and we will only put your Confidential Information into AI tools that meet clause 16.5 and our obligations under clause 10.

16.7 A model that we train or fine-tune for you, solely on your data, is a Deliverable under clause 14. The methods, code and tools we use to create it remain our Background IP unless the Order says otherwise.

16.8 You are responsible for making sure your use of AI systems complies with the laws and regulatory guidance that apply to you, including any requirement to tell people that they are dealing with an AI system and, where it applies to you, the EU Artificial Intelligence Act.

17. Limits on liability

17.1 Nothing in these terms limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for anything else that cannot be limited or excluded by law. Nothing in this clause limits your obligation to pay the Charges.

17.2 Subject to clause 17.1, neither of us is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for:

(a) loss of profits, revenue, business, contracts or anticipated savings;

(b) loss of goodwill or reputation;

(c) loss or corruption of data, except the reasonable cost of restoring it from the latest backup where the loss was caused by the other's breach; or

(d) any indirect, special or consequential loss,

in each case arising out of or in connection with a Contract, the Services or the use of anything resulting from them.

17.3 Subject to clause 17.1, our total liability to you arising out of or in connection with each Order is limited to:

(a) for one-off work, the total Charges paid and payable under that Order; and

(b) for ongoing Services under Part D, the Charges paid and payable for those Services in the 12 months before the event giving rise to the claim.

17.4 Our liability is reduced to the extent that any loss is caused or contributed to by you, your people, your other suppliers or the Client Materials.

17.5 You agree that these limits are reasonable, taking into account the Charges, the nature of the Services, and the fact that you are best placed to understand and insure against loss to your own business. If you need a higher limit for a particular Order, we are happy to discuss it, and it may be reflected in the Charges.

18. Indemnities

18.1 You will indemnify us, our directors, employees and subcontractors against all claims, losses, damages and costs (including reasonable legal fees) arising from:

(a) a claim that the Client Materials or Client Data, or our use of them in line with the Contract, infringe a third party's rights or break the law;

(b) your use of the Deliverables or AI Output in breach of the Contract or the law, or after they have been changed by anyone other than us; or

(c) our following your specific instructions after we have told you in writing of the risk involved.

18.2 A party claiming under an indemnity will notify the other promptly, will not admit liability or settle without the other's consent, will allow the other to conduct the defence at its own cost, and will give reasonable help.

19. Events beyond our control

19.1 Neither of us is in breach of a Contract, or liable for delay in performing or failing to perform any obligation (other than paying money), where the delay or failure is caused by something beyond its reasonable control. This includes:

(a) act of God, explosion, flood, storm, fire, accident or pandemic;

(b) war or threat of war, terrorism, sabotage, insurrection, civil disturbance or requisition;

(c) acts, restrictions, regulations, bye-laws or measures of any government, parliamentary or local authority;

(d) import or export regulations or embargoes;

(e) strikes, lock-outs or other industrial action or trade disputes, whether involving our own people or a third party;

(f) difficulty obtaining raw materials, labour, fuel, parts or machinery, or disruption to sea and air transport to and from the Isle of Man; and

(g) failure of power, internet or telecommunications networks, and outages or changes in third-party cloud, software or AI services.

19.2 The affected party will tell the other promptly and take reasonable steps to limit the effect. Any timetable is extended accordingly.

19.3 If the event continues for more than 60 days, either of us may end the affected Order by written notice, and you will pay for the work done up to that date.

20. Ending a contract

20.1 Either of us may end a Contract at any time by giving at least 30 days' written notice, unless the Order sets a different notice period or a minimum term.

20.2 Either of us may end a Contract immediately by written notice if the other:

(a) commits a material breach that cannot be put right, or fails to put right a breach that can be within 14 days of receiving written notice of it; or

(b) becomes insolvent, goes into liquidation, receivership or administration, makes an arrangement with its creditors, suffers anything similar in any jurisdiction, or stops trading.

20.3 We may also end a Contract immediately by written notice if any amount due under it is more than 30 days overdue.

20.4 When a Contract ends, for whatever reason:

(a) you will pay for all Services performed up to the end date at the rates in the Order, together with expenses incurred and any third-party commitments we cannot cancel;

(b) for fixed-price work, the amount due for work done is a fair proportion of the fixed price that reflects the work completed, and we will refund any amount you have paid in advance beyond that;

(c) each of us will deal with the other's Confidential Information under clause 10.5; and

(d) clause 14.2 applies to Deliverables, whether completed or in progress, that you have paid for in full.

20.5 If you ask, we will help with an orderly handover to you or to a new supplier, at the rates in the Order.

20.6 Ending one Contract does not end any other, unless the notice says so. Clauses intended to continue after a Contract ends will do so, including those on payment, confidentiality, data protection, intellectual property, liability, indemnities, non-solicitation and governing law.

21. Non-solicitation

21.1 While a Contract is in force and for 12 months after it ends, you will not, without our written permission, employ or engage, directly or through someone else, any of our employees, directors or subcontractors who were involved in the Services.

21.2 This does not stop you employing someone who responds to a general job advertisement that was not aimed at our people.

22. Anti-bribery and ethical conduct

22.1 Each of us will comply with the anti-bribery and anti-corruption laws that apply to it, including the Bribery Act 2013 of the Isle of Man and the Bribery Act 2010 of the United Kingdom, and will not offer, give, request or accept any bribe or improper advantage in connection with a Contract.

22.2 Each of us will take reasonable steps to make sure there is no slavery, forced labour or human trafficking in its business or supply chain.

23. General

23.1 Each Contract is the entire agreement between us about its subject and replaces any earlier discussions, proposals or understandings. Neither of us has relied on any statement or promise that is not set out in the Contract, but nothing in this clause limits liability for fraudulent misrepresentation.

23.2 A Contract can be varied only in writing agreed by both of us. An exchange of emails between authorised representatives that clearly agrees a change is enough.

23.3 We may update these terms from time to time and will publish the current version at insight.im/terms. The version that applies to a Contract is the one in force when the Order was accepted. For ongoing Services, we may apply an updated version by giving you at least 30 days' written notice. If the change materially disadvantages you, you may end the affected Services by written notice before the change takes effect, without paying any early termination charge.

23.4 Neither of us may assign or transfer a Contract without the other's written consent, which will not be unreasonably withheld. However, we may assign a Contract to a company in our group, or to anyone who takes over all or substantially all of our business, by giving you written notice.

23.5 A person who is not a party to a Contract has no right to enforce any of its terms, whether under the Contracts (Rights of Third Parties) Act 2001 of the Isle of Man or any similar law elsewhere. The parties' rights to end, rescind or agree any variation, waiver or settlement of a Contract are not subject to anyone else's consent.

23.6 If either of us fails or delays in exercising a right, that is not a waiver of it. A waiver of one breach is not a waiver of any later breach of the same or any other provision.

23.7 If a court or other competent authority finds any provision invalid or unenforceable, the rest of these terms are not affected.

23.8 We are independent contractors. Nothing in a Contract creates a partnership, joint venture or agency between us.

23.9 Orders and other documents under these terms may be signed electronically, and in separate counterparts that together form one document.

23.10 Neither of us will use the other's name or logo publicly, or describe the work in marketing or case studies, without the other's written consent.

24. Governing law and disputes

24.1 If a dispute arises, either of us may give written notice of it, and senior representatives of each of us will meet, in person or by video call, within 14 days to try to resolve it in good faith. If that does not succeed, the parties may agree to try mediation. This clause does not stop either of us applying to a court for urgent relief, or to recover undisputed sums.

24.2 These terms and every Contract, and any dispute or claim arising out of or in connection with them (including non-contractual disputes or claims), are governed by the laws of the Isle of Man.

24.3 The High Court of the Isle of Man has exclusive jurisdiction over any such dispute or claim, and both of us submit to that jurisdiction.

Part B: Consultancy, advisory and engineering services

Part B applies, in addition to Part A, when we provide consultancy, advice, audits, reviews, workshops, training, engineering design, analysis, modelling, simulation, prototyping or product development.

25. Consultancy, advice and reports

25.1 Our advice and reports are prepared for you, for the purpose described in the Order, based on the information available to us when we prepare them. Unless we agree otherwise in writing, they are for your internal use and no one else may rely on them. If you share them with others, we accept no responsibility to those others.

25.2 We rely on the information you and your people give us, and we do not verify it unless the Order says we will.

25.3 Our recommendations are for you to consider. Decisions about whether and how to act on them, and the consequences of those decisions, remain yours.

25.4 Unless the Order says otherwise, workshop and training materials are our Background IP, licensed to you for internal use.

25.5 If you cancel or rearrange a booked meeting, workshop or training session with less than 5 Business Days' notice, we may charge for the time we had reserved, unless we can reasonably use it for other work, and for any expenses we cannot recover.

25.6 Where an engagement is part-funded by a government or other support scheme, you are responsible for meeting the scheme's conditions, and our Charges remain payable in full whether or not the funding is received.

26. Engineering design, analysis and prototypes

26.1 Services under this Part may include designs, written or electronic documents, calculations, analysis, simulations, prototypes, models, drawings, photographs, film and data, in any form.

26.2 Designs, analysis and prototypes are produced to the specification and standards stated in the Order. Unless the Order expressly says so, prototypes and models are for evaluation and development only. They are not certified, production-ready, or approved for sale, safety-critical use or use by the public.

26.3 Before you manufacture, install, sell or put into service anything based on our work, you are responsible for making sure it is independently checked, tested and approved as required by law, regulation, industry standards and your own processes, unless the Order says that we will do this.

26.4 Analysis and simulation results depend on the assumptions, input data, boundary conditions and models used, which we will record in the Deliverable. They are approximations of real-world behaviour.

26.5 We have no responsibility for the result if anyone other than us changes our designs, or uses them for a purpose other than the one described in the Order.

27. Physical items, goods and materials

27.1 Where we supply physical items, such as prototypes, parts, equipment or materials, delivery will be as stated in the Order. Risk in the items passes to you on delivery, or when we tell you they are ready for collection.

27.2 Ownership of physical items passes to you only when you have paid for them in full. Until then, you will keep them safe, insured and identifiable as ours, and we may recover them if payment is overdue.

27.3 Please inspect items on delivery and tell us of any visible damage or shortage within 5 Business Days.

27.4 Clause 15.5 applies to goods and materials made or supplied by third parties.

Part C: Software, AI and digital solutions

Part C applies, in addition to Part A, when we design, build, configure, integrate or deploy software, applications, client portals, dashboards, data platforms, workflow automation, AI agents and assistants, machine learning models, websites, customer relationship management (CRM) systems, sales and marketing systems, and similar digital solutions.

28. Scope, specifications and changes

28.1 The Order will describe what we will build and, where appropriate, the specification, acceptance criteria, environments, integrations and assumptions. Anything not described in the Order is outside its scope.

28.2 Many projects begin with discovery work to define requirements. Where a specification is to be agreed during a project, it becomes part of the Order once both of us have approved it in writing.

28.3 We may work in stages or short cycles, sharing work in progress for your feedback. You will review and respond within the time stated in the Order or, if none is stated, within 5 Business Days.

28.4 Changes are handled under clause 5.5. For fixed-price work, a change to the scope, specification, integrations, data quality or third-party platforms may change the price and timetable.

29. Acceptance

29.1 When we deliver a Deliverable for acceptance, you have 10 Business Days, or the period stated in the Order, to test it against the acceptance criteria in the Order or, if there are none, against the description of the Deliverable in the Order.

29.2 If it does not materially meet those criteria, tell us in writing within that period, with enough detail for us to reproduce the problem. We will correct it and deliver it again, and the acceptance period starts again for the parts affected.

29.3 A Deliverable is accepted when the first of these happens: you confirm acceptance in writing; the acceptance period ends without you telling us of a material failure; or you use it in live operation other than for testing.

29.4 Minor issues that do not prevent use of a Deliverable do not delay acceptance. We will fix them under clause 30.

30. Defects after acceptance

30.1 For 90 days after acceptance, we will fix free of charge any Defect you report to us in writing. A Defect is a failure of a Deliverable to perform materially in line with its specification.

30.2 Clause 30.1 does not cover problems caused by changes made by anyone other than us, use other than as documented, the Client Materials or Client Data, your own systems, network or environment, Third-Party Components or AI models (including changes their providers make), or the natural variability of AI Output described in clause 16.

30.3 Software is never completely free from error. If we cannot fix a Defect within a reasonable time, we will refund the Charges paid for the affected part of the Deliverable. Subject to clause 17.1, fixing Defects or refunding Charges under this clause is your only remedy for Defects.

30.4 After the 90-day period, we can fix problems and maintain the Deliverable under a support arrangement under Part D.

31. Code, environments and open-source software

31.1 Unless the Order says otherwise, once you have paid for bespoke software Deliverables in full, we will deliver their source code, with reasonable documentation, to a code repository that you control.

31.2 You are responsible for providing the environments, licences and accounts the solution needs to run, unless the Order says we will provide them under Part D.

31.3 We may use open-source software. We will not knowingly include open-source software under a licence that would require your own proprietary code to be published or licensed to others, without first telling you and getting your agreement.

31.4 We will use test environments and test data where reasonably possible, and will not deploy into your live systems without your approval. Unless the Order says we will do it, you are responsible for taking backups before any deployment into your live systems.

31.5 We follow good practice for secure development, appropriate to the solution. Independent penetration testing (a commissioned attempt to break into a system to find security weaknesses) is not included unless the Order says so.

32. Websites, marketing and digital systems

32.1 You are responsible for making sure that content you provide, such as text, images, logos, product claims and prices, is accurate, lawful and properly licensed, and for approving content we write for you before it is published.

32.2 You are responsible for making sure your marketing, lead generation and customer communications comply with the law, including data protection and electronic marketing rules (such as the Unsolicited Communications Regulations 2005 in the Isle of Man and the Privacy and Electronic Communications Regulations 2003 in the United Kingdom, where they apply) and advertising standards. Where the Order includes them, we will build features that support compliance, such as consent capture and unsubscribe handling.

32.3 Domain names, website hosting, advertising, analytics, CRM, email and social media accounts should be registered in your name, and you own them. Where we set up an account on your behalf, we will transfer it to you on request once the related Charges have been paid. You will give us the access we need and remove it when the work ends.

32.4 Search rankings, advertising performance, email deliverability and the policies of third-party platforms are outside our control, and clause 15.3 applies.

32.5 Unless the Order says otherwise, you are responsible for your website's privacy policy, cookie consent wording, terms and other legal content. We will implement the wording you provide.

Part D: Hosted, support and ongoing services

Part D applies, in addition to Part A, when we host, run, monitor, support or maintain a solution for you, give you access to one of our own platforms or products, or provide Services on a retainer or subscription basis.

33. Term of ongoing services

33.1 Ongoing Services start on the date in the Order and continue for any initial term stated in it. After that, they continue from month to month until either of us ends them by giving at least 30 days' written notice, or the notice period stated in the Order.

33.2 Where the Order sets an initial or minimum term and you end the ongoing Services before it expires, the Charges for the rest of that term remain payable, unless you end them under clause 19.3, 20.2, 23.3 or 36.2, or under paragraph S1.4 of Schedule 1.

34. Service levels and support

34.1 We will use reasonable endeavours to keep hosted Services available, except during planned maintenance, which we will try to schedule outside Business Hours and tell you about in advance, and urgent maintenance.

34.2 Support is available during Business Hours unless the Order says otherwise. Response times, resolution targets and any service credits are as set out in the Order. Where the Order sets none, we will respond within a reasonable time. Where service credits apply, they are your only financial remedy for a missed service level.

34.3 A retainer gives you the number of hours each month stated in the Order. Unused hours do not carry over to the next month unless the Order says so. Extra hours are charged at the rate stated in the Order.

34.4 Hosted Services run on third-party cloud infrastructure, identified in the Order with the locations where data is stored. We choose reputable providers and monitor their performance, but their availability is outside our direct control.

34.5 Where we host a solution, we will back up its data at the frequency, and keep backups for the period, stated in the Order.

35. Your use of hosted services

35.1 You are responsible for your users and their use of the hosted Services. You will keep log-in details secure and tell us promptly of any unauthorised use.

35.2 You will not, and will not allow anyone else to:

(a) use the hosted Services for any unlawful, harmful or fraudulent purpose;

(b) upload or introduce viruses or other malicious code;

(c) try to gain unauthorised access to, probe or overload the hosted Services or the systems behind them;

(d) copy, reverse engineer, resell or make our platforms available to others, except as the law expressly allows; or

(e) use AI features to create unlawful content, or in breach of any AI provider's usage policy that we have made available to you.

35.3 Any usage limits are stated in the Order. Usage-based third-party costs, such as AI model usage, messaging and storage, are charged as the Order sets out. Where we can, we will warn you if usage is heading above the expected level.

36. Charges for ongoing services

36.1 Recurring Charges are invoiced monthly or annually in advance, as stated in the Order.

36.2 We may increase recurring Charges once a year by giving at least 60 days' written notice, and may pass on increases in third-party costs by giving at least 30 days' written notice. If you do not accept an increase, you may end the affected Services by written notice before it takes effect, even during an initial term.

37. Suspension

37.1 We may suspend all or part of the hosted Services, with as much notice as is reasonable in the circumstances, if:

(a) any amount is more than 14 days overdue and we have given you 7 days' written notice under clause 9.9;

(b) we reasonably believe the hosted Services are being used in breach of clause 35, or in a way that threatens their security or other users; or

(c) a third-party provider suspends its service or requires us to suspend.

37.2 We will restore the hosted Services as soon as the reason for the suspension has been resolved.

38. Your data when ongoing services end

38.1 For 30 days after ongoing Services end, you may ask us to export the Client Data held in the hosted Services in a commonly used machine-readable format. We will provide it, charging at the rates in the Order only for any unusual effort involved.

38.2 After that period, we will delete the Client Data from the hosted Services and our systems, except for copies the law requires us to keep and copies in backups, which will be kept confidential and deleted in the normal backup cycle.

Part E: Using our website

Part E applies to anyone who uses our website at insight.im, whether or not they are a client.

39. Website terms

39.1 By using our website you accept this Part E. If you do not accept it, please do not use the website.

39.2 Content on the website, including articles, guides and any tools or AI-powered features, is general information only and is not advice for your circumstances. We try to keep it accurate and up to date, but we do not promise that it is complete, current or free from error, or that the website will always be available. The website is provided "as is".

39.3 The website's content, design, logos and software belong to us or our licensors. You may view, download and print pages for your own reference, but you may not copy, republish or use them commercially without our written permission.

39.4 Links to other websites are provided for convenience only. We are not responsible for their content.

39.5 You must not misuse the website, for example by trying to gain unauthorised access to it, introducing malicious code, or copying its content in bulk by automated means.

39.6 Our privacy policy at insight.im/privacy explains how we use personal data collected through the website, including through cookies and analytics.

39.7 To the extent the law allows, we are not liable for any loss arising from use of, or reliance on, the website. Nothing in this Part limits liability that cannot be limited by law. Clauses 23.3 and 24 apply to this Part, and you can contact us at hello@insight.im.

Schedule 1: Data processing terms

This Schedule applies whenever we process personal data on your behalf, as your processor, under a Contract. Words such as "controller", "processor", "personal data", "personal data breach", "processing" and "data subject" have the meanings given to them in the Data Protection Legislation.

S1.1 Details of the processing. The Order, or a separate document we both sign, will set out the subject matter and duration of the processing, its nature and purpose, the types of personal data involved and the categories of data subjects.

S1.2 Your responsibilities. You confirm that you have a lawful basis for the processing you ask us to carry out, that you have given any notices and obtained any consents needed, and that your instructions comply with the Data Protection Legislation.

S1.3 Our obligations. We will:

(a) process the personal data only on your documented instructions, including those in the Contract, unless the law requires otherwise, in which case we will tell you first unless the law prevents it. We will tell you if we believe an instruction breaks the Data Protection Legislation;

(b) make sure everyone we authorise to process the personal data is bound by a duty of confidentiality;

(c) take the security measures required by Article 32 of the Applied GDPR and its equivalents;

(d) assist you, taking into account the nature of the processing, in responding to requests from data subjects to exercise their rights;

(e) assist you, taking into account the information available to us, in meeting your obligations on security, personal data breach notification, data protection impact assessments and consultation with the regulator;

(f) tell you without undue delay, and in any event within 48 hours, after becoming aware of a personal data breach affecting the personal data, giving you the information we have and updating you as we learn more;

(g) at your choice, delete or return all the personal data when the Services end, and delete existing copies, unless the law requires us to keep them. Copies held in backups will be kept secure and deleted in the normal backup cycle; and

(h) make available to you the information needed to show that we comply with this Schedule.

S1.4 Sub-processors. You give us general authorisation to use other processors (sub-processors), including the providers identified in the Order or the solution's documentation. We will tell you in advance of any intended addition or replacement, giving you at least 14 days to object on reasonable grounds. If we cannot resolve an objection, you may end the affected Services by written notice. We will impose data protection obligations on each sub-processor equivalent to those in this Schedule, and we remain responsible to you for its performance.

S1.5 Audits. You, or an independent auditor you appoint who is bound by confidentiality, may audit our compliance with this Schedule, including by inspection. Audits take place on at least 20 Business Days' notice, during Business Hours and no more than once a year, unless a personal data breach or a regulator requires otherwise. You will pay our reasonable costs of an audit, beyond providing the information in S1.3(h).

S1.6 Transfers. We will not transfer the personal data out of the Isle of Man or, where it is subject to United Kingdom data protection law, out of the United Kingdom, unless the Data Protection Legislation allows it, for example to a country recognised as providing adequate protection, or under approved safeguards such as standard contractual clauses.

S1.7 Costs. We may charge at the rates in the Order for assistance under S1.3(d) and (e) that goes beyond what is reasonable for the Services, unless the assistance is needed because of our own breach.

S1.8 Liability. Clause 17 (limits on liability) applies to this Schedule.

Schedule 2: What an Order sets out

Each Order will set out the following, where relevant to the work:

- your full legal name, address and company number, and the people who can approve work and changes;
- which Parts of these terms apply;
- a description of the Services and Deliverables, and anything excluded;
- the timetable, milestones and acceptance criteria;
- the Charges, whether hourly or daily rates or a fixed price, the payment schedule, any deposit, and how expenses and third-party costs are handled;
- payment terms, if different from 14 days;
- whether Deliverables are assigned to you or licensed (clause 14);
- the third-party AI models, cloud services and sub-processors to be used;
- for ongoing Services, the initial term, notice period, service levels, support hours, backups and where data is stored;
- details of any personal data we will process on your behalf (Schedule 1); and
- any changes to these terms that apply to that Order only.

Acceptance

Where a signed copy is needed, these terms may be signed below. Signing confirms that these terms apply to every Order between us from the date of signature, subject to clause 23.3.

	For Insight Engineering Design & Analysis Limited, trading as Insight Innovation	For the Client
Company name	Insight Engineering Design & Analysis Limited	
Name		
Position		
Signature		
Date		