# **Web Insights Terms of Service**

## **Definitions**

Defined terms used herein shall have the same meaning as defined in the Workbooks Terms of Service (https://www.workbooks.com/workbooks\_terms);.

Unless expressly stated otherwise, in the event of a conflict between the Web Insights Terms of Service, the following documents shall prevail in the following (descending) order: (i) Order Form, (ii) Web Insights Terms of Service, (iii) Workbooks Terms of Service.

"Web Insights" means the service provided by Workbooks Online Limited which allows the Customer to track and collect website visitor information and store that information inside the Workbooks CRM Service. A service description of Web Insights is set out in Appendix A;

"Workbooks CRM Service" means the Workbooks CRM Edition and Workbooks Business Edition, products which are part of the Workbooks Service (s) as defined in the Workbooks Terms of Service;

"Tracking Code" means javascript software the Customer must install on their website to enable Web Insights to capture visitor information relating to visitors accessing the Customer's website, including pages viewed, IP address, referring website and information stored in cookies within the visitor browser and passes this visitor information to the Gatorleads Service.

"Gatorleads Service" means the cloud based platform, provided by Communigator which receives visitor information from the Tracking Code and makes such information available to the Workbooks Insights Connector. A service description of Gatorleads Service is set out in Appendix A;

"Communigator" means Communigator Limited, company registration number 5419529 registered in England and Wales and trading from The Old Brye, Peper Harow, Goldaming, Surrey, GU8 6BQ;

"Workbooks Insights Connector" means the set of automations which are installed within the Customer's Workbooks account from the script library within the Workbooks Process Engine which connect to the Gatorleads Service and extracts the visitor information into the Workbooks CRM Service;

"Permitted Monthly Page Views" means the number page views the Customer's website receives during a calendar month.

"Authorised Domain Names" means Customers website which will be using the Web Insights as defined on the Order Form.

# Appendix A: Service Description

#### **Overview**

**Web Insights** allows the Customer to track visitors on the Customer's website and store information gained during that visit within the Workbooks CRM Service. A service description of Web Insights, which includes the Tracking Code, Gatorleads Service, Workbooks Insights Connector is set out below:

<u>The Gatorleads Service</u> is used in the delivery of the Web Insights. The visitor information obtained via the Tracking Code analysed and augmented with additional information from third-party sources. For example, if the Gatorleads Service can identify the IP address of the visitor as coming from a specific company, the company name, revenues and number of employees of that company will be added to the visitor information.

The Gatorleads Service additionally provides a web portal that allows the Customer to configure the application including:

- Define scoring rules, enabling the Customer to allocate different values to web pages;
- Page categorisation, enabling the Customer to categorise different parts of the Customer' website
- Real-time reporting of website visitors;
- The ability to see additional third-party information, such as company name, key contacts, revenues;
- 3 Email alerts per account.

<u>The Workbooks Insight Connector</u> connects the GatorLeads Service to the Workbooks CRM Service. It extracts visitor information from Gatorleads and transmits the visitor information data into Workbooks CRM Service, to enable the following:

- Creation of online activity records reflecting each website page visit;
- Connection of online activity records to people, organisations or lead records;
- Augment people, organisations and leads records with additional visitor information such as an insights score, last date visited, company revenues, number of employees and industry. The Workbooks Insight Connector will automatically create the custom fields required to store this information.

The Customer acknowledges that for the purposes of this agreement Communigator is acting as a subprocessor (a third party data processor) and has or potentially will have access to Customer data, (which may contain Personal Data) held in the Gatorleads Service platform.

#### **Service Usage and Pricing**

Workbooks Web Insights is charged on an annual basis. The price is based on the number of page visits a website receives within a monthly period. The pricing is available on the Workbooks website at: <a href="https://www.workbooks.com/pricing">www.workbooks.com/pricing</a>

If a Customer exceeds their Permitted Monthly Page Views for two full consecutive calendar months, Workbooks reserves the right to automatically upgrade them to the appropriate band for the remainder of the prevailing contract term.

The Web Insights service can only be used on the Authorised Domains Names defined on the Order.

The monthly page views you are entitled to are defined on the Order. The monthly page views you are entitled to are defined on the Order.

## **Support and Service Levels**

Technical Support for Web Insights is provided on the terms set out in the Workbooks Terms of Service. The Customer acknowledges that CommuniGator may assist in providing Technical Support from time to time.

The Service Availability Guarantee as described in the Workbooks Terms of Service does not apply to Web Insights .