

Commercial Terms and Service Specific Terms

Orbis Lone Worker Protection Service

Enterprise Customers



Commercial Terms

1. Terms Structure

- 1.1 The following documents govern Vodafone's supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Order Form which sets out the Service Elements selected by/for Customer;
 - (b) these Commercial Terms;
 - (c) the Service Specific Terms detailed below;
 - (d) the General Terms;
 - (e) the Vodafone Business Marketplace Service Terms set out at www.vodafone.co.uk/cloudservices/
 - (f) any applicable policies and guidelines, as provided from time to time by Vodafone.

2. Term and Commitment

- 2.1 **Commercial Commitment:** Vodafone's offer is based on Customer using the Service for the Minimum Term:
- (a) The **Minimum Term** for each Service is the Contract Term that is specified in an Order.
- 2.2 **Service Commencement Date:** Each Service, Service Element and each Customer Site may have a different Commencement Date.
- 2.3 **Service Commencement Date:** Vodafone or its Third Party Provider will make each Service Element available to Customer and notify Customer that the Service is ready for use.
- 2.4 **Renewal Term:** (if applicable)
- (a) The Service will renew automatically unless either Party notifies the other of its intent not to renew at least 3 months prior to the expiry of the Minimum Term.
 - (b) If the Service enters a Renewal Term, then either Party may end the Service (in whole or partly) on the Notice Period detailed in the Order.
 - (c) Each Service Element or Customer Site may have a different Renewal Term.
- 2.5 **Term of Optional Service Elements:** If the core Service Elements are terminated in accordance with the General Terms, any applicable optional Service Elements shall automatically terminate at the same time.
- 2.6 **Service Elements (core and optional) selected by Customer:** The Service Elements (core and optional) selected by the Customer will be detailed in the Order.

3. Recovery Charges

- 3.1 **Recovery Charge:** The Customer shall pay a Recovery Charge for terminating the Service or a Service Element as set out below.
- (a) Recovery Charges are calculated on Vodafone's Standard List Price Charges.
 - (b) Termination prior to the Service Commencement Date: If Customer terminates a Service or Service Element after the Agreement Start Date or acceptance of an Order, but before the relevant Service Commencement Date, the Recovery Charge equals:
 - (i) Vodafone's reasonable costs incurred as a result of such termination;
 - (ii) Plus, any related third party charges that Vodafone is obligated to pay.
- 3.2 **Termination after the Service Commencement Date:** If Customer terminates a Service or Service Element after the Service Commencement Date but before the expiry of the Minimum Term or a Renewal Term:

Commercial Terms and Service Specific Terms

Orbis Lone Worker Protection Service

Enterprise Customers



Termination Date	Charges
before expiry of the Minimum Term	<ul style="list-style-type: none">(a) 100% of the Recurring Charges (including Licence Fees and service support fees) due in respect of the terminated Service Element from the date of termination to the end of the Minimum Term; PLUS(b) any related charges that Vodafone is obligated to pay a Third Party Provider; PLUS(c) any outstanding One-Off Charges (including Installation Charges and one-off licence purchase fees)
before expiry of a Renewal Term	<ul style="list-style-type: none">(d) 100% of the Recurring Charges (including Licence Fees and service support fees) due in respect of the terminated Service Element from the date of termination to the end of the Renewal Term; PLUS(e) any related charges that Vodafone is obligated to pay a Third Party Provider; PLUS(f) any outstanding One-Off Charges (including Installation Charges and one-off licence purchase fees)

3.3 Modification of the Service: Vodafone may adjust (including the Charges) or cancel the Service, a Service Element or an Order (in whole or in part):

- (a) if Customer requests a modification to the Services before or after the Service Commencement Date (including, changes in Customer Site address, service type or Configuration Changes);
- (b) or if changes are necessary as a result of:
 - (i) the Site Survey;
 - (ii) Customer providing inaccurate or incomplete information; or
 - (iii) a Third Party Provider changing its charges to Vodafone.

Customer will be responsible for Vodafone's reasonable costs resulting from the modification and Recovery Charge resulting from the cancellation. If such modification occurs before the Service Commencement Date, in addition to the above actions, Vodafone may amend the Agreed Delivery Date.

4. Additional Commercial Conditions

- 4.1 Charges will be calculated in accordance with the pricing rate card provided by Vodafone to the Customer from time to time.
- 4.2 Vodafone reserves the right to amend pricing or apply additional Charges fairly should any assumptions or scope of delivery change.
- 4.3 Customer acknowledges that Users may have access to services provided by third parties, such services are not controlled by Vodafone and will be payable separately by the Customer. In the event that Vodafone has an agreement with a third party to invoice for such services, Vodafone shall be entitled to include in the Charges any fees for service providers as well as the fee for the Vodafone connection for such services.

Commercial Terms and Service Specific Terms



Orbis Lone Worker Protection Service

Enterprise Customers

- 4.4 Where access is provided to a service which is controlled by Vodafone and charges for such services are not detailed in this Agreement or where rates are not specifically included in this Agreement, the Customer shall be charged in accordance with the current rate card at the time.
- 4.5 After the expiry of the Minimum Term, Vodafone reserves the right to charge in accordance with the current rate card at the time.
- 4.6 Vodafone reserves the right, following termination of the Service, for any reason, to charge (additional to the above) for any transition services on a time and materials basis at Vodafone's standard rates which are in force at that time.

5. Charges

5.1 Recurring Charges:

- (a) The Recurring Charges are the Charges in respect of the use of the Orbis Lone Worker Protection Service including licence of Software and Service support) calculated in accordance with the Order.
- (b) All charges are prices per month per User

5.2 Non-Recurring Charges

- (a) The Non-Recurring Charges are the Charges in respect of Hardware: Lone Worker Devices purchased separately from the Service and Lone Worker Device accessories, calculated in accordance with, or as detailed in, the Order.
- (b) An Order made for any Lone Worker Device accessory will be binding and final, when accepted by Vodafone. All Charges for any Lone Worker Device accessory ordered will be payable upfront and in full. The Customer accepts that they will not be entitled to cancel an Order for Lone Worker Device accessories once such Order has been accepted by Vodafone.

- 5.3 **Ancillary Charges:** Customer shall pay Vodafone any applicable Ancillary Charges which may be charged concurrently as appropriate (for example, an "Aborted Site Visit" charge and an "Out of Hours" charge). A non-exhaustive list of the relevant Ancillary Charges are set out here as maybe updated from time to time. <http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf>

- 5.4 **Additional Charges:** Customer shall pay any additional Charges which are detailed in the Order.

6. Billing and Invoicing

6.1 Charges:

- (a) **Recurring Charges:** shall be invoiced by Vodafone monthly in advance.
- (b) **Non-Recurring Charges:** One Off Charges may be billed from the Agreement Start Date, as set out in the Order (or if not set out, then upon acceptance of the Order by Vodafone).
- (c) **Recovery Charge:** in the month following termination.

Commercial Terms and Service Specific Terms

Orbis Lone Worker Protection Service

Enterprise Customers



Service Specific Terms

1. The Service – Overview

- 1.1 The Orbis Lone Worker Protection service (the “**Lone Worker Service**”) is a solution provided by Vodafone’s partner, Orbis which enables lone workers to use their mobile device, or, alternatively, a specialist device supplied by Orbis (“**Lone Worker Device**”) to send alerts to a messaging recording system and alarm receiving centre (“**ARC**”) and to obtain support via the ARC (including the support of relevant emergency services) when they encounter challenges or risks while working alone. The Lone Worker Service can also identify the approximate location of a lone worker. The term “**Service**” or “**Services**” in these Service Specific Terms means the Lone Worker Service.

2. Service Term Structure

- 2.1 These Service Specific Terms include:
- (a) the service specification(s), which sets out a description of the Service (including the Core Service Elements Optional Service Elements and which may be updated from time to time (the “**Service Specification**”); and
 - (b) the service levels, which set out the standards that will be applied to the provision of the Service in addition to the standards set out in the Tiered Support Service Specific Terms (the “**Service Levels**”).
- 2.2 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement, applying in the order of precedence set out in the General Terms:
- (a) the Order Form which sets out the Service Elements selected by/for Customer;
 - (b) the Commercial Terms detailed above;
 - (c) the General Terms;
 - (d) the Vodafone Business Marketplace Service Terms set out at www.vodafone.co.uk/cloudservices/
 - (e) any applicable policies and guidelines, as provided from time to time by Vodafone.

3. The Service

- 3.1 **Service Elements:** The Service is accessible using either a Lone Worker Device or by running applications on the Customer’s own mobile devices and has the following key features. See clause 4.9(a) below for definition and details of Red and Amber Alerts.
- (a) Amber Alert enables recording of information/incident by lone workers;
 - (b) One-touch Red/SOS Alert opens a voice call to the ARC;
 - (c) Alerts are digitally recorded;
 - (d) Location data linked to Orbis intelligent mapping;
 - (e) Activations and incidents are managed by the ARC;
 - (f) before entering potentially hazardous situations, lone workers can record their whereabouts on call centre software, utilising an automated message recording system (“**AMRS**”). If the lone worker has to raise an alarm, ARC call operators retrieve the recording, listen live online, acquire the approximate location of the lone worker and escalate as appropriate according to the agreed lone worker’s profile. If the lone worker’s location has been appropriately verified according to Orbis’ emergency protocols, additional support can be requested through the emergency services in accordance with the agreed Escalation Processes (see clause 7 below).
 - (g) The Service operates 24 hours per day, 7 days per week.
- 3.2 Save as expressly set out in these Service Specific Terms the detailed functionality and limitations of the Service shall be at Vodafone’s discretion.
- 3.3 **Service Levels:** The Service Levels set out the standards that will be applied to the provision of the Service.

Commercial Terms and Service Specific Terms



Orbis Lone Worker Protection Service

Enterprise Customers

- 3.4 **Vodafone Business Marketplace ("Marketplace"):** The Service is made available to purchase through the Marketplace. The Marketplace Terms apply to the extent of the Customer's use of the Marketplace website. In the event of any conflict between the Marketplace Terms and these Service Specific Terms, then these Service Specific Terms shall take precedence. The Customer accepts that certain features and functionality detailed in the Marketplace Terms may be limited or may not apply to the Service, including but not limited to the applicability of Charges and Subscription periods.

4. Equipment

- 4.1 **Customer selected Equipment:** The Commercial Terms and / or Order will identify which Equipment, if any, Vodafone will supply to the Customer and which of such Equipment will be purchased by Customer. Associated Charges shall be set out in the Commercial and / or Order.

- 4.2 **Title to the SIMs:** For the avoidance of doubt, Orbis shall retain title to SIMs at all times.

4.3 Equipment Orders:

- (a) Subject to the order process set out in the General Terms, Customer shall place orders for Equipment in accordance with the process and quantities set out in the Order Form and each order so placed shall be an "Order".
- (b) The Order Form shall include, but not be limited to the following information: (a) Customer name; (b) purchasing contact name and telephone number; (d) delivery address, contact name and telephone number; (e) items of Equipment ordered; (f) quantity, unit and total Charges of Order with currency indicated.
- (c) Customer warrants, represents and undertakes that each Order received by Vodafone in accordance with the Agreement is a bona fide Order and Vodafone shall be entitled to rely upon the placement of the Order.
- (d) Customer may not cancel or amend an Order without Vodafone's prior written consent.
- (e) The Order Form will set out the Subscription Plan chosen by Customer, the Equipment required, any One-off Charges and the quantity, unit, and total Charges of the proposed Order. Where Customer wishes to place an Order, which differs from the Order Form, then they must request an additional Order Form to be drawn up and the Order process set out in 4.3(a) above must then be followed.
- (f) Vodafone shall not be obliged to accept any Equipment Orders where the proposed Delivery Date falls after the end of the Minimum Term.
- (g) Where Customer wishes to place an Order for additional Equipment and / or Service Elements during the Term of the Agreement then an additional Order Form will be drawn up and provided to Customer for acceptance.

4.4 Conditions for use of the Equipment:

- The fundamental conditions for proper use of the Equipment include:
- (a) proper installation of the Lone Worker Device (in accordance with clause 4.5 below) in a professional manner that ensures that the Services are activated correctly;
 - (b) proper functioning and operation of the Lone Worker Device, which enables the individual users who are authorised by Customer to access the Service ("Users"), to be located within the territory;
 - (c) proper functioning and operation of the Global System for Mobile Communications ("GSM") and GSM-General Packet Radio Services ("GPRS") telephone network;
 - (d) update of the database of maps for the UK (at least quarterly, if not quarterly, then every six months). Vodafone uses those maps that are available on the market; at the relevant time, and so it is possible that the mapping of the UK may be inadequate, making it impossible to guarantee the correct positioning of the individual for reasons that are not related to Vodafone; and
 - (e) ability of the own device or Lone Worker Device to receive the GPS signal and the GSM and/or the GSM-GPRS signal, even if the own device or Lone Worker Device is taken to isolated locations and/or places without GPS, GSM or GSM-GPRS coverage. In this case, there may not be any signal coverage and the location may not be properly visible, making it impossible to locate the Users.

Commercial Terms and Service Specific Terms



Orbis Lone Worker Protection Service

Enterprise Customers

- (f) Where Customer purchases the Service for use with its own mobile devices, it is Customer's responsibility to make available, or purchase compatible mobile devices suitable for use with the Service. The Service may be used on any device that meets the Minimum Technical Requirements as set out in the Service Specification.
- (g) The Customer shall, as a pre-condition to the provision of the Service:
 - (i) provide and appropriately configure, manage, secure and support mobile devices (either Lone Worker Devices or compatible mobile devices) to enable it to use the Service;
 - (ii) complete the set-up instructions provided by Orbis to enable the Service;
 - (iii) maintain Lone Worker Devices in line with manufacturer and Orbis' guidance and instructions and in good working order to enable operation of the Service;
 - (iv) maintain its own equipment including all end user devices in line with manufacturer guidance and in good working order to enable it to operate with the Service;
 - (v) have and maintain the required level of computer, storage and networking resources (including all necessary servers and systems) in place to enable the Service to work optimally;
 - (vi) ensure that its IT policies and protocols do not prevent the Service from operating (including without limitation ensuring that relevant telephone numbers are not blacklisted and that access to the Service will not be restricted or disabled by corporate firewalls or similar means);
 - (vii) be responsible for any changes to its existing systems or policies that are required to enable the Service to work, including its security and disaster recovery infrastructure;
 - (viii) be responsible for any licences or certificates for its existing systems and infrastructure, including active directory licences or trusted SSL certificates, that are necessary for the Service to work; and
 - (ix) ensure that if it elects to provide its own mobile devices and /or SIM cards for use with the Service all such mobile devices and SIM cards are compatible devices which are suitable for use with the Service which comply with the minimum requirements specified by Vodafone and/or Orbis and include features set out above.
- (h) Faulty Lone Worker Devices must be returned to Orbis in accordance with its own returns process and at the Customer's expense. Vodafone does not accept any Equipment returns in connection with the Service.
- (i) **GPS Positioning Features:**
 - (i) The Service uses GPS and other location-based positioning features to provide location information about the location of mobile device or Lone Worker Device. Orbis will use this data only where a Red Alert or Amber Alert is activated.
 - (ii) Orbis may activate a 'position request' from a Lone Worker Device or mobile phone strictly in such circumstances where a User is unable to activate the device and/or the device is switched off, and further, only in such circumstances where all other reasonable methods of contacting the User have failed. In such instances, Customer may request Orbis to attempt a remote position request provided that Customer complies with Orbis' reasonable security procedures. Requests for position information for other reasons, including day-to-day or operational reasons, will not be granted.
 - (iii) Customer may access a dedicated "GPS Tracking Portal" where purchased as part of the Service enabling Customer to directly track its Users.
 - (iv) Customer shall make all Users aware and obtain their consent that their location data will be made available and used as set out in this Clause 4.4(i) as part of the Service including that Orbis has the ability to activate a remote position request without the User's knowledge and where Customer has access to Users' location information through its own GPS Tracking Portal. Customer shall indemnify Vodafone against any claims, costs and charges of whatever nature arising out of or in connection with its access of location information through the GPS Tracking Portal and Orbis' use of GPS and LBS data under this Clause 4.4(i).

4.5 Commissioning:

- (a) Customer agrees (and shall procure) that installation, de-installation, or reinstallation of each Lone Worker Device with an end user (the "Commissioning") is undertaken in one of the following three ways:

Commercial Terms and Service Specific Terms

Orbis Lone Worker Protection Service

Enterprise Customers



- (i) by the Customer themselves;
 - (ii) by a third party installer, nominated and engaged by the Customer (the “Customer Installer”); or
 - (iii) Orbis Lone Worker, at the Customer’s request (and cost).
- (b) Where the Customer opts for Commissioning to be undertaken in accordance with clause 4.5(a)(i) or clause 4.5(a)(ii) above:
 - (i) the Customer shall ensure that such Commissioning are undertaken in a professional manner to ensure that the Services are activated and/or deactivated correctly; and
 - (ii) Vodafone shall not be responsible, nor bear any liability for, such commissioning and any disruption or cessation of the Services that may result from such Commissioning.
- (c) The costs associated with any Commissioning undertaken in accordance with clause 4.5(a)(iii) above are set out in the Order Form.

4.6 Removal of the SIM / Lone Worker Device:

- (a) The Lone Worker Device is not retrieved automatically on expiry (or termination) of the Agreement. Customers shall return the Lone Worker Device and/or other Equipment to Orbis for recycling purposes, upon expiry (or termination) of the Agreement, provided always that they bear the costs associated with any such return, unless otherwise agreed in writing by Orbis.
- (b) If the Customer wishes to change the Lone Worker Device in which a SIM is installed during the term of the Agreement, then removal and re-installation of the SIM into the replacement Lone Worker Device shall be permitted, provided always that:
 - (i) the replacement device meets the compatibility criteria (set out in paragraph 5 of the Service Specification below);
 - (ii) any such re-installation is undertaken in accordance with clause 4.5 above; and
 - (iii) pending any re-installation undertaken in accordance with clauses 4.5(a)(ii) or 4.5(a)(iii) above, the Lone Worker Device is stored by the Customer.
- (c) For the avoidance of doubt, decommissioning of the Lone Worker Device may be undertaken by the Customer, its Customer Installer or by Vodafone (at the Customer’s request and cost).

4.7 Equipment, charges, and activation:

- (a) **Recurring Charges:** (which begin from the date of either the) activation of the Service; or b) 30 days from placement of an Order, whichever occurs first) shall continue to accrue and be billed by Vodafone in accordance with the Commercial Terms. Where multiple Services are ordered, then the Recurring Charges will commence from the date the first Service commences.
- (b) **Equipment:** If the Customer’s Equipment is lost or stolen, then Customer shall notify Orbis. Customer may order new Equipment but will be required to pay for this Equipment.

4.8 Maintenance:

- (a) Vodafone and Orbis, collectively, shall undertake such support, maintenance and/or upgrade works to the Equipment software and/or the Platform as required for Service performance (“Maintenance”). Vodafone and Orbis will provide Customer with reasonable advance notice of any Maintenance activity that requires Customer cooperation, and then temporarily suspend the Service for the time needed to carry out the Maintenance activity, except in unforeseeable circumstances and with the commitment to restore the Service as soon as possible. Customer agrees to cooperate with Vodafone and Orbis in its performance of Maintenance. If Customer fails to do so, Vodafone is not responsible for Service performance related to Equipment or parts of the Service that require Maintenance. If scheduled and/or special Maintenance is necessary in order to ensure proper access to the Service, or to improve the Service provided, Vodafone and / or Orbis will send a written communication, giving reasonable notice of at least 24 hours.

4.9 Lone Worker Alerts:

- (a) Users can activate an alarm which is transmitted to the ARC indicating they may be in distress (“Red/SOS Alerts”) or to leave a brief recording (“Amber Alerts”) or (“Alert”).

Commercial Terms and Service Specific Terms



Orbis Lone Worker Protection Service

Enterprise Customers

- (b) Orbis' response to an Alert will be in accordance with the predefined protocols agreed with Customer as described further below ("**Escalation Process**").
- (c) Subject to its prevailing policy at the time of activation Orbis will, if the User is deemed to be in danger by the ARC operator, contact relevant emergency services and follow the Escalation Process.
- (d) Users can raise Amber Alerts and Red/SOS Alerts by pressing a dedicated or allocated button on the Lone Worker Device. The standard configuration provides the following functions:
 - (i) **Amber Alerts:** Activating an Amber Alert initiates a voice call to an AMRS at the ARC enabling the User to leave a brief recorded message regarding, for example, address, anticipated duration of visit, nature of task or any other relevant information such as known risks. Users are encouraged to activate an Amber Alert before entering any premises.
 - (ii) **Red/SOS Alerts:**
 - (A) Activating a Red/SOS Alert opens a voice call to the ARC which is handled by a trained ARC operator;
 - (B) The ARC operator listens to the incident in real time and based on the details received will contact the emergency services and/or follow the Escalation Process. If at any point in the incident there is no verbal or positional verification of a User's location the escalation cannot be passed to the emergency services but will be passed to the next available Customer contact in accordance with the Escalation Process;
 - (C) Users should activate a Red/SOS Alert as soon as possible if they feel their safety is compromised and are, or feel that they may be, subjected to either a physical or non-physical assault;
 - (D) On activating a Red/SOS Alert, Users should try and give as many verbal indications as possible as to their whereabouts including postcode, who their assailant / aggressor is and what is occurring; and
 - (E) Should a User activate a Red Alert in error, upon realising this they should verbally advise that they are safe and cancel the Alert as soon as possible thereafter.
 - (iii) **Emergency Services:** Customer acknowledges that:
 - (A) ARC contact to emergency service(s) following the receipt of an Alert does not guarantee a timely response or any response at all by emergency service(s). It is not Vodafone's or Orbis' responsibility to monitor whether or not any emergency service(s) has performed its function or carried out the request to respond. Vodafone has no liability for any delay or failure of attendance of any emergency service(s);
 - (B) Orbis has the right at its discretion to call emergency service(s) in any situation where Orbis reasonably believes such emergency service(s) are required in any circumstance (including where the User has not expressly requested the assistance of any emergency service);
 - (C) Where Orbis contacts any emergency service it may disclose any of the information (including any personal data) it holds in connection with any User; and
 - (D) Customer shall at all times be liable for any costs or charges that may be levied by any emergency service(s). Customer shall indemnify Vodafone against any claims, costs and charges of whatever nature made by any emergency service(s) which is not a result of a failure on the part of Vodafone or Orbis to perform the obligations set out this Agreement.
 - (iv) **Storage and Recording of Alerts:** All Alerts are recorded and stored on servers within the ARC. Vodafone and Orbis consider that recordings are the property of Customer. Orbis will provide recordings to the Customer's authorised Customer representative if requested to do so via a service request or self-service download from the Portal in order to fulfil any legal obligation on part of the Customer, and will destroy recordings in accordance with its standard retention term (which is 12 months for Red Alerts, 3 months for Amber Alerts not associated with Red Alerts) unless otherwise specified in these Service Specific Terms or otherwise agreed in writing with the Customer.

Commercial Terms and Service Specific Terms

Orbis Lone Worker Protection Service

Enterprise Customers



4.10 False Alarms:

- (a) Customer shall take all reasonable steps to prevent Alerts being transmitted in error by a User to the ARC ("False Alarms").
- (b) In the event of receipt of False Alarms by the ARC which in the opinion of the supervising operator are likely to result in Service being prejudiced to the extent that Orbis or Vodafone considers there is a risk that genuine activations may not be processed, Vodafone reserves the right to limit or suspend all or part of the Service. Vodafone will then advise Customer's nominated person as soon as reasonably practical of the extent that the Service has been limited or suspended. For the avoidance of doubt, Customer will not be entitled to any refund or reduction of Charges for any limitation or suspension of the Service pursuant to this clause.
- (c) Customer acknowledges that Vodafone may levy such extra Charges to Customer for the extra work resulting from the level of such False Alarms transmitted by User(s). The Service will be reinstated once Customer has taken such steps as to stop the cause or causes of the False Alarms. In the event that the abuse and/or False Alarms continue after the Service has been reinstated, without prejudice to any other rights of Vodafone this shall be deemed a material breach of this Agreement entitling Vodafone to terminate this Agreement and associated Services. Vodafone may charge and Customer shall pay any Recovery Charge applicable in relation to early termination of the Agreement under this Clause.

4.11 Use of the Service:

- (a) Vodafone grants Customer a non-exclusive, non-transferable licence to use the Service in the course of Customer's business and in the manner set out in Clause 4.11(b) below. Such licence entitles Users in respect of which the Customer has paid for a relevant licence to access the Service. Customer is responsible for managing access to the Service. Customer shall have no right to sub-licence or otherwise permit any use or distribution of the Service to any individual or other entity that is not its User.
- (b) The Service must be used only for its intended purpose and in accordance with Orbis training and instructions. The Service must not be used in situations other than those described in these Service Specific Terms or the Orbis Service Specification set out below including without limitation covert surveillance, covert tracking or to obtain a verbal record of a general conversation ("Prohibited Use"). Without prejudice to any other rights of Vodafone, failure to comply with the provisions of this Clause 4.11(b) shall be deemed an irremediable material breach of this Agreement entitling Vodafone to terminate this Agreement and associated Services forthwith.
- (c) If Vodafone reasonably suspects that Customer (or any Users) are using the Service for a Prohibited Use, Vodafone may suspend the Service on 24 hours' notice until such a point in time that Vodafone can confirm or disprove any such suspicion.
- (d) Customer shall immediately advise Orbis by telephone and as soon as is reasonably practicable in writing, to be delivered to Orbis by registered mail, of any incident or complaint regarding the Service to enable Orbis to investigate the incident or complaint.
- (e) In the event that Customer becomes aware of any fault in any Lone Worker Device and/or breakdown in the operation of the Service it shall promptly notify both Orbis and Vodafone.
- (f) Vodafone reserves the right to make changes to the Service in order to comply with legal and/or regulatory requirements, including health and safety and other statutory requirements or British standards or codes of practice, provided that such changes do not materially change the Service.
- (g) The Service can only be used within the UK, excluding the Channel Islands and Isle of Man.
- (h) Customer shall and shall ensure Users comply with any rules, regulations and instructions notified to Customer by Orbis for use of the Service.
- (i) The Service is subject to the Service Specification.
- (j) User details: Customer will be responsible for providing Orbis with all necessary User contact details including telephone numbers and email addresses prior to Service commencement, and for notifying Orbis promptly of all User changes, including leavers, new joiners and all changes to device pooling and sharing arrangements.

Commercial Terms and Service Specific Terms



Orbis Lone Worker Protection Service

Enterprise Customers

- (k) User communication and consents: Customer will be responsible for (i) all communication with Users and for (ii) seeking all necessary consents and approvals from Users. Unless such consents are obtained and maintained at all times, Vodafone shall have no obligation to provide the Service. In particular Customer must ensure that each User:
- (i) receives and completes all training on the Service including how and when to use the Lone Worker Device and documentation provided by Orbis before they first use the Service or any Lone Worker Device.
 - (ii) discloses to Vodafone and/or Orbis the personal information requested by them in order to provide the service, which may include without limitation details of physical characteristics, medical conditions, ethnic origin and vehicles.
 - (iii) consents to the retention of all such data by Vodafone and/or Orbis and its disclosure to third parties including the emergency services for the purposes of providing the Service.
 - (iv) approves the right for Orbis and the Customer to access and share location and tracking information relating to the User in order to provide the Service.
 - (v) undergoes any additional training and provides any necessary information, consents and approvals where Lone Worker Devices are pooled or shared.

4.12 Reporting:

Orbis shall provide the Customer with regular reports relating to the Service, in a format to be agreed with the Customer. In addition, the Customer shall receive a report of any Red Alert activation and can also generate its own reports through the Orbis online portal.

4.13 Testing:

Customer warrants and undertakes that prior to commencement of the Service it shall undertake and co-operate in such tests as Orbis or Vodafone may request to test that the Service is properly connected and that Service can commence and shall provide Orbis and/or Vodafone with access and facilities necessary to carry out such testing.

4.14 Training:

Users are not entitled to use the Service unless and until they have undergone User training in the format specified and provided by Orbis. It is Customer's responsibility to work with Orbis to agree the timing and format of all training (including, where necessary, refresher training) which may be provided through a "train the trainer" programme, online through a web application and/or face to face (subject to a minimum number of Users).

4.15 Limitations: Subject to clause 12 of the General Terms ("Liability"), Customer acknowledges that:

- (a) Vodafone has no special knowledge of the nature of the activities of Users or of the nature of the risks to which Users may be exposed. The Service is an aid to security and is designed to reduce the risk of injury loss or damage to Users but does not guarantee to eliminate such risk. Accordingly, Vodafone makes no representation, warranty or guarantee that the Service will prevent, deter or restrict attack or accident;
- (b) Vodafone shall have no liability for any instructions supplied by Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form; for their late arrival or non-arrival; or for any inaccurate, incomplete or corrupted data transmissions;
- (c) Vodafone is dependent on third parties over which it has no reasonable control for the provision of certain elements of the Service including without limitation any Equipment provided by Customer. Vodafone shall have no liability for any such third party elements;
- (d) the Service cannot be provided fault free and the effectiveness of a Lone Worker Device is limited to its configuration and may suffer from communication failures which can result in failures in transmission to the ARC. Further, conditions and geographic areas vary and can result in a reduction in the effectiveness of Lone Worker Devices and transmission signals. Vodafone shall have no liability for any defect or fault in any Software made available for a User to deploy on any Lone Worker Device or other mobile device in order to



Orbis Lone Worker Protection Service

Enterprise Customers

transmit Alerts and receive the benefit of the Service or any failure of a Lone Worker Device or other mobile device to transmit data whether or not resulting from any defect or fault in Software;

- (e) due to the nature of mobile technology, it is impossible to provide a fault-free Service and the relevant mobile network does not have guaranteed uninterrupted service availability. For example, the Services may be affected by local terrain (e.g. trees, hills and buildings), weather, electromagnetic interference, arrangement of and number of users accessing a base station, and compatibility and availability of any equipment, systems and third-party services used by Customer.
- (f) the availability and accuracy of the Service, including but not limited to location information, is dependent on the mobile coverage, atmospheric characteristics and other physical characteristics of the location. Vodafone shall have no liability for any failure or unavailability of the Service, including but not limited to: the failure to contact the ARC, send an Alert or to send location positioning or for any inaccuracy of such information
- (g) Vodafone makes no representation, warranty or guarantee that any Lone Worker Device cannot be compromised, neutralised or bypassed by User(s) or other unauthorised persons.

5. Service Specific Conditions of Use

5.1 Third Party Providers:

- (a) Some Service Elements (including the Platform) will be provided by a Third Party Provider.
- (b) Third Party Provider terms will be set out in a separate agreement directly between the Customer and the Third Party Provider, including, if relevant, shrink-wrap or click through agreements.
- (c) With respect to those Service Elements provided by Lone Worker, Lone Worker's terms and conditions shall apply and are available within the Portal. Customer will be required to sign up to these terms and conditions when registering through the Portal.
- (d) If the Customer fails to accept a Third Party Provider's terms and conditions, then Customer will not be able to access the affected Service Element(s) and Vodafone is excused from liability for failure to deliver the relevant Service Element(s).
- (e) If a Third Party Provider terminates Customer's right to use the Service, then Vodafone will be excused from liability related to failure to deliver the Service.

5.2 Customer Prerequisites: In order to receive the Service, the Customer must provision and maintain the Customer network, technology systems, and devices and shall specifically:

- (a) ensure every device in respect of which the Service is ordered falls within the eligibility criteria set out in the Service Specification, prepared and maintained by Vodafone and available on request (the "**Minimum Technical Requirements**"),
- (b) adhere to the terms of the Lone Worker end user licence agreement that becomes effective upon the Customer first downloading, using, or accessing any Lone Worker Device, software, service or other product (a copy of which is available on request),
- (c) ensure it has a device with internet connectivity capability and a secure adequate internet connection (in order to access the Platform),

(the "**Customer Prerequisites**").

Vodafone is not responsible for any performance or non-performance issues with the Service caused by the Customer Prerequisites or Customer failing to comply with the Customer Prerequisites. If Customer fails to provision or maintain the Customer Prerequisites, Vodafone may terminate the Service and apply a Recovery Charge.

5.3 Customer Conditions for operation of the Service: Following the proper installation and activation of the Lone Worker Device, operation of the Services depends on the Customer's with the following conditions:

Commercial Terms and Service Specific Terms



Orbis Lone Worker Protection Service

Enterprise Customers

- (a) the Customer notifying Vodafone promptly about any change in the contact details (telephone numbers, e-mail addresses) of the person to be contacted by Vodafone with regard to proper provision of the Services;
- (b) never performing any unauthorised maintenance or repair activity on the Lone Worker Device and/or its components, whether directly or indirectly.

5.4 Restrictions on use: Customer shall:

- (a) not remove the SIM from the Equipment;
- (b) not use the Lone Worker Device or the SIMs outside the UK, including the Channel Islands and Isle of Man;
- (c) ensure the Equipment is only used with Customer's authorisation and shall inform Vodafone as soon as is reasonably practicable after Customer becomes aware that a SIM is lost, stolen or damaged; Customer will be liable for any loss or damage suffered by Customer as a result of unauthorised use of SIMs (including due to loss or theft) up to the time that Customer has notified Vodafone that such SIM is being used without Customer's authorisation);
- (d) not sublicense, lease, rent, loan disclose or otherwise transfer the SIM cards to any third party for any purpose (Customer can only use the SIM cards: (i) for the purposes of accessing the Service and not for any other purpose; and (ii) with the Equipment and not with any other device or equipment; Customer is responsible for all use of the SIM cards);
- (e) not use the Equipment for any covert surveillance or analogous activity; and
- (f) not install (or procure the installation of) the Equipment in any device in which the Customer does not hold a direct or indirect ownership interest.

If Customer or User breaches this clause (whether directly or indirectly), Vodafone may suspend the Service without notice and such breach of any of the above provisions shall be deemed a material breach of this Agreement.

5.5 Publishing results: Customer shall not, and shall ensure that its Customer Group Companies and Users shall not, publish any results of any benchmark or performance tests of the SIMs, the Service, or components thereof, provided that such restriction shall not restrict Customer from publishing performance results as specifically related to Customer's vehicles and not to the Service.

5.6 Interruption to Service: Customer hereby acknowledges that uninterrupted access to the Portal and the Platform is not guaranteed. Customer agrees to defend, at its own expense, indemnify and hold harmless Vodafone and its subsidiaries, affiliates, directors, officers and employees (collectively, the "Vodafone Indemnitees"), from and against any and all claims, suits, damages or expenses asserted against or incurred by any of the Vodafone Indemnitees directly resulting from Customer's use of Services in a way that requires uninterrupted availability of the Portal and the Platform and where interruption of access to the Portal and the Platform causes death, personal injury, physical injury or property damages.

5.7 Security Obligations:

- (a) Vodafone shall exercise all reasonable efforts to ensure the security of Customer's and Users' communications. However, for reasons beyond Vodafone's control, it does not promise or guarantee that communications will be completely secure. Vodafone acknowledges that it gains no right or interest in the content of the communications and shall not store or otherwise use the content of the communication.
- (b) Customer shall exercise all reasonable efforts and implement necessary security controls to ensure the security of Users' communications via Customer Equipment, Device Hardware and related services.
- (c) Customer will:
 - (i) take reasonable steps with entities it controls in line with commercial good practice to limit misuse of or threat to the Service, Equipment;
 - (ii) address any misuse or threat identified by Vodafone through the implementation of appropriate security or user controls; and
 - (iii) seek prior approval from Vodafone before running any security tests, vulnerability scans or penetration tests on Equipment or Services.

Commercial Terms and Service Specific Terms



Orbis Lone Worker Protection Service

Enterprise Customers

5.8 **Authorised Users:** Access to the Service is limited to those authorised Users to whom the Customer provides access. Vodafone will provide the Customer with administrator access details ("**Administrator Access Details**"), from which the Customer can create individual accounts to enable each of its authorised Users to access the Portal and the Platform (with the access details created for such accounts being the "**User Account Details**"). Customer is responsible for: (a) the security of the Administrator Account Details and the User Account Details; (b) providing Vodafone with the identity of the authorised Users (if requested) and keeping that information current; and (c) its authorised Users' compliance with the Agreement and Applicable Privacy Law. Vodafone accepts no liability for any unauthorised or improper use or disclosure of any User Account Details. Customer is liable for all acts and omissions conducted using the User Account Details.

5.9 **Termination for SIM Reappropriation:** Customer shall not remove (or procure the removal of) the SIM from the own device or the Lone Worker Device and reappropriate the SIM into a separate device or piece of hardware with data-incurring capability ("**SIM Reappropriation**"). If any such SIM Reappropriation occurs, then:

- (a) Vodafone may terminate the Service immediately without notice; and
- (b) Customer shall be liable (and indemnify Vodafone) for any and all costs incurred as a direct result of such SIM Re-appropriation (including, but not limited to, any and all data charges and any remaining Customer device or Lone Worker Device charges, if applicable).

6. Service Change Request Procedure

6.1 Subject to the provisions of the General Terms, Customer may submit to Vodafone a change to the technical scope of the Services requested by Customer ("**Change Request**").

6.2 If Customer submits a Change Request following the Service Commencement Date:

- (a) such Change Request shall be subject to acceptance by Vodafone and Vodafone will respond to this Change Request setting out areas impacted by the change and Charges for the change and a new quote where applicable; and
- (b) on receipt of Vodafone's response, Customer will confirm whether Customer wishes to progress with the Change Request or not.

7. Escalation Process

7.1 Customer is required to provide Orbis with details of a person or persons to be contacted in the event of an Alert being received by the ARC and to agree with Orbis the protocols for escalation to such person(s) including any special instructions or procedures (the "**Escalation Process**"). The Customer shall regularly review and audit the Escalation Process and contacts to ensure they are accurate and promptly notify Orbis of all changes to the Escalation Process including changes of any relevant personnel.

7.2 Customer shall ensure its nominated contacts:

- (a) know that they have been nominated to be contacted in an emergency;
- (b) know their role and responsibilities should they be contacted in an emergency;
- (c) know Customer's relevant health and safety procedures and lone worker protection policy; and
- (d) are available at the times specified in the agreed Escalation Process.

7.3 It is Customer's responsibility to ensure that the contact details are correct and up to date.

7.4 Customer shall ensure that any changes in respect of the Escalation Process and/or any other information relevant to the Service is at all times promptly communicated to Orbis in writing. Customer acknowledges and agrees that any Escalation Process details incorrectly provided or which have been changed by Customer but not notified to Orbis in writing shall not apply to the Service.

8. Hosted Service Platform

8.1 The Service is provided using a Hosted Service Platform provided by Orbis or its third party sub-contractor. Access by the Customer to the Hosted Service Platform is limited to Users. The Customer is responsible for; (a) the

Commercial Terms and Service Specific Terms

Orbis Lone Worker Protection Service

Enterprise Customers



security of User details; (b) providing Vodafone and/or Orbis with the identity of Users (if requested to do so) and keeping that information current; and (c) providing its Users with the means to connect to the Hosted Service Platform; and (d) its Users' compliance with the Service Specific Terms and applicable privacy law. Vodafone accepts no liability for any unauthorised or improper use or disclosure of User details caused by the Customer's failure to comply with this clause 8. The Customer is liable for all acts and omissions conducted using the User details up until the time that it informs Vodafone that they are being used without authority or may be compromised.

- 8.2 Except as set out in clause 8.1 above, the Customer has no right, title or interest in the Hosted Service Platform or the infrastructure which is used to provide it.
- 8.3 The servers that are used to provide the Hosted Service Platform are managed and located in the United Kingdom.
- 8.4 The default retention period for Customer data held on the Hosted Service Platform is 12 months for Red Alert messages and 3 months for Amber Alert messages (which do not become associated with Red Alert Messages), subject to (i) amendments required to comply with applicable legal or regulatory requirements; and (ii) any alternative agreement with the Customer as set out in an Order or SoW or otherwise agreed in writing between them.

9. Content

- 9.1 The Customer warrants that it has and will maintain all necessary rights, licences and consents to obtain, record and store the data captured using the Equipment and Customer Equipment and otherwise required for the provision of the Service.
- 9.2 The Customer retains all rights to intellectual property contained in or relating to the data that are captured by the Equipment and Customer Equipment in providing the Service ("Customer IP"). The Customer grants Vodafone, Orbis and their third party service providers a perpetual, irrevocable, royalty-free, world-wide licence to use, reproduce, transfer, modify, adapt, and publish the Customer IP for the purpose of providing the Customer with the Service (which shall include the back up of data relating to such Service).

10. Data Protection

- 10.1 For elements of the Service, Vodafone may act in the capacity of a Data Processor for User Personal Data in relation certain elements of the Service, such as storage or hosting ("Processor Services").
- 10.2 Where Vodafone acts Data Processor for the Processor Services, the following clauses shall apply:
 - (a) Vodafone (and their subcontractors):
 - (i) may Process User Personal Data for: (i) provision and monitoring of the Service; or (ii) any other purpose agreed between the parties subject to Customer's prior written consent. Additional instructions require prior written agreement and may be subject to Charges. Customer shall ensure that its instructions comply with Applicable Laws.
 - (ii) may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
 - (iii) may engage another processor (a "Sub-Processor") to carry out processing activities in the provision of the Services or to fulfil certain obligations of Vodafone under the Agreement. Vodafone shall inform the Customer of changes to Sub-Processors where Vodafone is required by Applicable Privacy Law by (i) providing at least ten (10) Working Days' prior notice, or (ii) listing the new or replacement Sub-Processor on www.vodafone.co.uk at least ten (10) Working Days before Vodafone authorises and permits the new or replacement Sub-Processor access to User Personal Data in order to give the Customer the opportunity to reasonably object to such changes. Vodafone will enter into a contract or other legal act with the Sub-Processor and will impose upon the Sub-Processor substantially the same legal obligations as under this clause to the extent required by Applicable Privacy Law and that the Sub-Processor is carrying out the relevant processing activities. Vodafone shall remain liable to the Customer for the performance of that Sub-Processor's obligations.
 - (iv) may retain the User Personal Data for as long as is required to deliver the Service and shall destroy or return (at Customer's option) User Personal Data in its possession upon termination of the



Agreement, save where Customer opts for Vodafone to retain User Personal Data subject to a new hosting agreement.

- (v) shall limit access to User Personal Data to those necessary to meet Vodafone's obligations in relation to the Service and take reasonable steps to ensure that they: (i) are under an appropriate statutory obligation of confidentiality; (ii) are trained in Vodafone's policies relating to handling User Personal Data; and (iii) do not process User Personal Data except in accordance with the Customer's instructions unless required to do so by Applicable Law.
- (vi) shall (i) provide appropriate technical and organizational measures for a level of security appropriate to the risks that are presented by Processing; and (ii) comply with the security requirements contained in the Vodafone information security policies based on ISO 27001;
- (vii) shall (i) provide Customer with such information, assistance and co-operation as Customer may reasonably require to establish compliance with Applicable Privacy Law including any personal data breach notification; (ii) without undue delay, notify Customer of any unauthorised access to User Personal Data of which Vodafone becomes aware, which results in loss, unauthorised disclosure or alteration to the User Personal Data; and (iii) where required by Applicable Privacy Law and requested by the Customer (prior to the processing), provide the Customer reasonable assistance to carry out a privacy impact assessment of the Services and any prior consultation of the relevant supervisory authority.

10.3 Audit: Customer shall with respect to any right of audit, including inspections, which they may have under Applicable Privacy Law relating to data protection, agree to exercise such right as follows: (a) no more than once per annum following the Agreement Start Date, request to meet (on a mutually acceptable date) with one or more senior representatives of Vodafone's security and/or audit department to review Vodafone's security organization and the best practice and industry standards which Vodafone meets or to which it aspires, including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply (the model contract clauses set out in the European Commission's Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time), nothing in this clause amends or varies those standard clauses nor affects any data subject or supervisory authority's rights under those clauses; and (b) be responsible for reviewing the information made available by Vodafone and making an independent determination if the Services meet the Customer's requirements and legal obligations as well as its obligations under this clause.

10.4 Transfer of User Personal Data out of the UK and EEA: Vodafone may transfer User Personal Data to countries outside the United Kingdom and European Economic Area only to the extent that (i) User Personal Data is transferred on terms substantially in accordance with the Transfer Contract Clauses for the transfer of Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put any member of Customer Group in breach of its obligations under Applicable Privacy Law; or (iii) it is required to do so by Union or Member State law to which it is subject; in such a case, Vodafone shall inform the Customer of that legal requirement before processing, unless that law prohibits such information.

10.5 Law enforcement authorities: Vodafone: (i) may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, User Personal Data, or be required by Applicable Law to disclose User Personal Data to persons other than Customer; (ii) will not be in breach of its obligation to Customer in complying with such obligations to the extent legally bound; and (iii) shall notify Customer as soon as reasonably possible of any such demand unless otherwise prohibited.

10.6 Enquiries from Users: Vodafone shall, where the Customer is required under Applicable Privacy Law to respond to enquiries or communications (including subject access requests) from Users and taking into account the nature of the processing (i) without undue delay pass on to Customer any enquiries or communications (including subject access requests) that Vodafone receives from Users relating to their User Personal Data or its Processing; and (ii) assist the Customer by appropriate technical and organizational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

Service Specification

Orbis Lone Worker Protection Service

Enterprise Customers



1. Service Elements

- a) The Service comprises core Service Elements (“**Core Service Elements**”), and may also, when specifically set out in the Commercial Terms and/or an Order, comprise Optional Service Elements (“**Optional Service Elements**”).
- b) **Core Service Elements:** The Core Service Elements comprise:
 - i) Lone Worker Device; and
 - ii) Connectivity Services.
- c) **Optional Service Elements:** The following Optional Service Elements are also available (in addition to the Core Service Elements):
 - i) Installation / Setup Services

The technical components of the Service are illustrated below:

Red Alert Activation and Response – using a dedicated Lone Worker Device



2. Amber Alert (Optional Timer)

This is a simple method using a dedicated button on the Lone Worker Device to leave a brief message detailing lone working activity (for example address details). The Amber Alert recording is kept on the Orbis Lone Worker Platform and is only accessed in the event of a Red Alert activation or Amber Alert timeout. ARC Operators have the ability to retrieve and listen to the Amber Alert should an alarm be raised.

Service Specification

Orbis Lone Worker Protection Service

Enterprise Customers



3. Application Overview

Users can opt for a smart phone or standard phone application or specialist GPS device, all of which offer the Red Alert and Amber Alert services (subject to smart phone and standard phone compatibility – see Minimum Technical Requirements below).

4. Service Overview

The Service is device agnostic and works on a range of devices including the Customer's own mobile devices and Lone Worker Devices, which can be purchased as part of the Service or separately. Different service features are available according to the risk levels faced by the Customer's lone workers, and these can be tailored to provide the most suitable lone worker monitoring solution.

See Minimum Technical Requirements below for details of the types of mobile devices and minimum operating systems if the Customer wishes to use its own mobile devices.

The ARC provides a high-quality monitoring service which conforms to the following technical, functional or quality standards:

- BS5979 Cat II (enabling ARC operators to bypass 999 and dial directly into police control rooms in England and Wales using Unique Reference Numbers ("URNs").
- BS8484 requirements (covering the ARC, Lone Worker Devices and smartphone applications)
- BS7858 (staff screening processes)
- ISO/IEC 27001 (information security standards)

A. Smartphone Application

- Easy to activate Red Alert
- Amber Alert
- Keyguard override
- Man down/fall detection
- Real-time status
- Built-in user guide



Service Specification

Orbis Lone Worker Protection Service

Enterprise Customers



- Simple and easy registration
- GPS, Cell ID & Wi-Fi location
- Optional wearable Bluetooth accessory (subject to separate charge)

B. Standard phone Application (Red Alert Companion)

- Red Alert dedicated button
- Amber Alert timer functionality
- Two-way Communication
- Location based services

C. Red Alert Alarm Fob

- BS8484 compliant
- Easy to activate Red Alert
- Amber Alert (optional timer)
- 2-way communication
- GPS
- LED indicators
- Fall sensor
- Devices can be shared or pooled between several lone workers
- long battery life and low battery alerts
- Dedicated panic button
- Automatic location report
- Can be worn on a lanyard, clip belt or ID badge holder



D. Red Alert ID Badge

- Discreet and easy to use SOS Button
- Microphone to enable operators to listen
- Amber Alert
- Amber Timer
- Advanced Location Technology
- Haptic Feedback



Service Specification

Orbis Lone Worker Protection Service

Enterprise Customers



- Bluetooth enabled
- Person Down Notifications

All descriptions and specifications are subject to any changes as may be notified to the Customer or otherwise specified on the Orbis website from time to time.

5. Minimum Technical Requirements

Minimum operating system required for mobile handsets (subject to any update notified by Orbis to the Customer from time to time):

- iPhone: iOS 10.1
- Android: Android 4.2.2

The Service will only operate in accordance with these Service Terms if the User grants all necessary permissions for the Service to access all relevant data and information including location information, and to perform certain tasks and functions. Orbis will provide Users with details of what is required. In addition, all handsets must be equipped with the following functionality:

- the ability to make GSM voice calls;
- the ability to support Calling Line Identification (“CLI”) and CLI being activated on the device(s);
- the ability to support speed-dial functionality either through an application or a dedicated button or key; and
- be less than 36 months old when used in connection with the Service.

Technical support in the use of the Service is provided by Orbis and available subject to the Customer having made all payments due for the provision of support. Support to the Customer shall be provided in accordance with the terms outlined below. The Orbis helpdesk will act as a single point of contact for the Customer regarding faults, incidents and change requests.

6. Helpdesk:

Orbis will provide helpdesk services to Users, Customers and authorised Customer representatives. All helpdesk support will be provided from within the United Kingdom. The hours of support and contact details depend upon the type of support required. Where billing is concerned, Vodafone shall provide helpdesk services to Customers. See below for details:

Service Specification

Orbis Lone Worker Protection Service

Enterprise Customers



Type of Support	Contact phone number	Contact email	Hours of Service
Orbis ARC – support to Users and Customer while using the Lone Worker Service	0151 343 2821	-	24/7/365
Orbis helpdesk - for faults and problems with the Lone Worker Service	0845 345 7800 Option 5	lwpsupport@orbisprotect.com	9 am-5pm Monday to Friday excluding UK public holidays
Faulty Devices (returns)	-	lwpsupport@orbisprotect.com	-
Complaints	-	lwpsupport@orbisprotect.com	-

Service Levels

Orbis Lone Worker Protection Service

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1. Service Levels

SLA - Service Support	
Description	Orbis shall operate and maintain the ARC to respond to Alerts 24/7/ 365 days to Customers. Orbis will accept support queries from Customer contacts including Users where agreed with the Customer.
Target Measurement	(a) Orbis will commence handling an Alert activation within an average of 20 seconds of it being presented to a monitoring agent; and (b) 90% of calls to the Orbis helpdesk relating to faults and problems with the Service to be answered within an average of 30 seconds.
Reporting	Monthly
SLA - Customer Set – Up	
Description	Orbis shall operate and maintain a Customer Set-up team during normal working hours. These are defined as 9am through 5pm, Monday to Friday, excluding UK public holidays.
Target Measurement	Orbis shall ensure the correct customer profile has been set up according to the Customer order form 98% of the time
Reporting	Monthly with details of any reported faulty profile.
System Accessibility, Monitoring and Capacity	
Description	Orbis shall proactively monitor the system
Target Measurement	System availability must be 99% or greater for 100% of the time 24/7 *365 days per year.
Reporting	Monthly, report to show any outages within reporting month

2. Service Disruption

Orbis shall notify Users and authorised Customer representatives, in the affected area, of an unplanned network outage via email or text, within 60 minutes of notification from the relevant mobile network operator. Orbis shall notify Users of the outage and that for an estimated period of time they should not rely on their Lone Worker Device or other mobile device. Any communication to Users and authorised Customer representatives shall provide an indication of the estimated time of the outage and the start time of the outage, if it is planned.

Third Party Provider End User License Terms

Orbis Lone Worker Protection Service

Enterprise Customers



1. Third Party Provider End User License Terms and Specific Terms of Use

Third Party Provider's Lone Worker Devices are subject to the Third Party Provider Terms of Service, as updated from time to time, and may be subject to Specific Conditions of Use, which are either detailed below in this clause, or presented to the Customer by the Third Party prior to accessing or using the Lone Worker Devices.

Orbis: By entering this Services Agreement, Customer acknowledges that its use of the Lone Worker Devices is subject to the Third Party User Licence Terms, a separate agreement, between Customer and Orbis, a current version of which is located here: <https://redalert.orbisprotect.com/legal/EULA.PDF>

Definitions

Orbis Lone Worker Protection Service

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Service Specific Definitions

The Service will consist of the components set out in the following table of definitions. These defined terms will have the following meanings unless stated otherwise and are in addition to the defined terms set out in the General Terms, the Mobility Service Terms and the Commercial Terms.

Alert	Means an alarm raised by a User which is transmitted to the ARC indicating that the User may be in distress (“Red/SOS Alerts”) or to leave a brief recording (“Amber Alerts”);
ARC	means the Alarm Receiving Centre operated by Orbis in connection with the provision of the Service;
ARC Operator	means an Orbis employee or contractor whose role is to respond to Alerts received by the ARC;
Customer	means the end user who has acquired the Services from Vodafone for its own use and not for resale, remarketing or distribution;
GPS	means the Global Positioning System navigation system which is used to provide location information;
Hosted Service Platform or Orbis Lone Worker Platform	means a Software platform with features which enable the remote management of data from Customer sites;
Lone Worker Devices	means a specialist mobile device supplied by Vodafone’s partner Orbis for use with the Service;
Orbis	means Orbis Protect Limited (Company Number: 02476859);
Statement of Work or SoW	means any detailed statement of the Customer’s requirements prepared for the Customer in connection with the purchase of the Services;
Transfer Contract Clauses	means the model contract clauses set out in the European Commission’s Decision of 5 February 2010 on standard contractual clauses for the transfer of Personal Data to data-processors established in third countries, under the Directive 95/46/EC on the protection of individuals with regard to the processing of personal data and on the free movement of such data as may be amended or replaced by the European Commission from time to time.