

Service Specific Terms

Business Customers

1. The Service – Overview

- 1.1 The Connected Vision Service (the “**Service**”) is a solution that facilitates the capture, viewing, storage and retrieval of Audio-Visual Data along with the ability to live stream over the Network. The optional Global Managed IoT Connectivity Service is a solution that provides connectivity and associated services to Encoders and the Service and, where selected, will form part of the overall Connected Vision Service.

2. Service Term Structure

- 2.1 The Connected Vision Service Specific Terms include:
- (i) terms relating to the Software Licence(s);
 - (ii) the Service Levels which set out the standards that will be applied to the provision of the Service; and
 - (iii) any applicable extra service terms, which set out a description and the terms of certain optional Service Elements Customer may purchase with the Core Service Elements, and may be updated from time to time (the “**Extra Service Terms**”)
- 2.2 The specific Service Elements of the Connected Vision Service selected by Customer will be set out in the Customer Solution Design.
- 2.3 The following documents further govern Vodafone’s supply of the Service and form part of the Agreement:
- (a) the Commercial Terms applicable to the Connected Vision Service, as detailed below;
 - (b) the Customer Solution Design;
 - (c) Vodafone Business Marketplace Service Specific Terms (the “**VBM Service Terms**”) available at www.vodafone.co.uk/terms;
 - (d) the General Terms;
 - (e) these Connected Vision Service Specific Terms;
 - (f) the Mobility Service Terms available at www.vodafone.co.uk/terms;
 - (g) the Fixed Service Terms set out at www.vodafone.co.uk/terms;
 - (h) the Order, which confirms the Service Elements selected by/for Customer; and
 - (i) any applicable policies and guidelines, as provided from time to time by Vodafone.
- 2.4 These documents apply in the order of precedence set out in the General Terms, save that:
- (a) the Order shall take precedence over the Customer Solution Design;
 - (b) the Customer Solution Design shall not take precedence over any other element of the Agreement;
 - (c) the VBM Service Terms shall take precedence over the General Terms and all documents expressed to be of lesser precedence in the General Terms; and
 - (d) the Connected Vision Service Specific Terms shall take precedence over the Global Managed IoT Connectivity Service Specific Terms, where applicable, to the extent of any conflict or inconsistency between them.

3. The Service and Equipment

- 3.1 Vodafone shall provide the Service in accordance with these Service Specific Terms. Vodafone shall provide the Service to certain Encoders located on a Customer Site. Audio-Visual Data can be routed to Customer’s own laptop, tablet or smart phone where footage from cameras can be managed.

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- 3.2 **Service Elements:** The Service comprises required Core Service Elements and may also include optional Service Elements selected by Customer both of which shall be set out in the Order. The Core Service Elements are the Device Hardware and associated Software Licences. The optional Service Elements are the Extended Warranty Period, the Global Managed IoT Connectivity Service (which Service is subject to Extra Service Terms, as set out herein) and Professional Services.
- 3.3 **Delivery of the Service:**
- (a) **Phased delivery:** Vodafone may deliver Orders by instalments subject to prior agreement with Customer. Orders delivered by instalment may be invoiced and paid for separately. References in this Agreement to Orders shall, where applicable, be read as references to instalments.
- 3.4 **Equipment:**
- (a) **Customer Systems:**
- (i) Customer may be required to provide its own Customer Equipment, servers and/or systems in accordance with any specifications provided by Vodafone ("**Customer Systems**"). Such Customer Systems may be required to enable access to the Services and Equipment, or to ensure proper performance of the Service.
- (ii) Vodafone shall not be responsible for the provision or maintenance of Customer Systems and Customer will implement such systems itself as a pre-condition to the provision of the Services.
- (iii) Vodafone shall set out any Customer Systems including Customer Equipment, systems and/or servers that may be required for use of the Service as Technical Prerequisites in the Customer Solution Design (or such other document as Vodafone may provide to Customer in its sole discretion).
- (b) To protect the integrity of the Service, Vodafone may make changes to Equipment, provided that such changes do not materially adversely affect the Customer's use of the Services or Equipment.
- (c) Vodafone will set out the Device Hardware required for the delivery of Services to the Customer in the Customer Solution Design. Vodafone will set out in the Order the Encoder(s) and any other Device Hardware Customer is purchasing at the Agreement Start Date (together with the One-off Charge payable for such Device Hardware). Customer acknowledges that if it wishes to purchase any further Device Hardware after the Agreement Start Date, it shall agree the quantity of, and overall Charges for, any further Device Hardware with Vodafone as part of a new Order.
- 3.5 **Device Hardware Warranty and Returns:**
- (a) Except where expressly set out otherwise in the Agreement, Vodafone shall provide a 12-month warranty for any Device Hardware Vodafone sells to the Customer in connection with the Connected Vision Service ("**Warranty Period**").
- (b) For an additional Charge, Customer may extend the applicable Warranty Period by an additional 12 or 24 months ("**Extended Warranty Period**") as further detailed in the Commercial Terms and/or Order (including any applicable Charges). For the avoidance of doubt, Customer may not purchase an Extended Warranty Period after it has entered into this Agreement and placed its Order.
- (c) For the applicable Warranty Period (or Extended Warranty Period) Vodafone will pass on the benefit of any warranties that Vodafone obtains from the manufacturer of any Device Hardware sold by Vodafone to Customer; however, Vodafone does not assign any of its rights or appoint Customer to act on Vodafone's behalf.
- (d) If Customer returns Device Hardware after the Warranty Period (or Extended Warranty Period) has expired, then Vodafone shall be entitled to charge the Customer for any applicable charges relating to the repair or replacement of such Device Hardware.

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- (e) Customer acknowledges that the warranty on Device Hardware does not cover the cost of any installation activity. If Customer requires this, Customer shall be obliged to pay additional Charges, which Vodafone shall discuss and agree with Customer.
- (f) Customer acknowledges that the Device Hardware warranty shall not apply if Vodafone or its Third Party Provider determines that a defect(s) was caused in whole or part by:
 - (i) improper handling, use, operation, or testing by anyone other than the Vodafone or its Third Party Provider;
 - (ii) failure to properly install, maintain, or service the Device Hardware in accordance with the applicable safety code or Vodafone or its Third Party Provider's written instructions;
 - (iii) modification, alteration, or unauthorised repair by anyone other than Vodafone or its Third Party Provider;
 - (iv) use with products or components that are incompatible with the Device Hardware supplied by Vodafone or its Third Party Provider;
 - (v) a Force Majeure Event;
 - (vi) use in fail-safe environments and Device Hardware being subjected to operating conditions outside of specified parameters; and
 - (vii) any other cause beyond normal usage in accordance with Vodafone or its Third Party Provider's written instructions.

Vodafone may invoice the Customer (and Customer shall pay) for all reasonable costs incurred by Vodafone and its Third Party Provider, in the event that Vodafone or its Third Party Provider determine that the defect(s) was caused in whole or part by one or more of the foregoing.

- (g) Where Customer considers Device Hardware covered under the warranty set out herein to be defective, Customer must return such Device Hardware in accordance with Vodafone's return procedures (as notified by Vodafone to Customer from time to time). Customer acknowledges that repair or replacement does not extend the warranty for such repaired or replaced Device Hardware.
- (h) Where Customer returns Device Hardware covered under the warranty to Vodafone, Vodafone may invoice Customer (and Customer shall pay) for all reasonable costs Vodafone and its Third Party Provider incurs in the event that Vodafone or its Third Party Provider determine:
 - (i) there is no defect with such Device Hardware; or
 - (ii) the defect(s) with the Device Hardware are not covered by the warranty.
- (i) Vodafone shall replace or, where possible, repair and return any defective Device Hardware covered under the warranty in accordance with clause 5 below.

3.6 Customer Solution Design

Customer shall cooperate with Vodafone to complete a Customer Solution Design prior to the Service Commencement Date to enable proper delivery of the Service.

3.7 Intellectual Property Rights ("IPR"):

Vodafone does not own the IPR in the Equipment. Vodafone grants no license to use any IPR in the Equipment, nor will Vodafone defend or indemnify Customer for any infringement claims connected to the Equipment. Vodafone and the third party OEM's aggregate liability under or in connection with a claim for Equipment (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) will not exceed the amount of the Charges paid or payable in respect of the Equipment that is the subject of the liability.

4. Service Specific Conditions of Use

4.1 Customer Obligations:

- (a) Customer shall:

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- (i) provide Vodafone (including its subcontractors and Third Party Providers) all information and complete all forms reasonably required to set up the Service;
 - (ii) where applicable, decide the location of Equipment (which Customer acknowledges must be in range of a Vodafone 4G bearer station, where relevant to the manner in which the Service is provided);
 - (iii) where applicable, ensure all valid permits, licences, notices or consents (together, “**Permits**”) to fix Equipment to its location or to use the Service are in place in writing prior to the Agreed Delivery Date and the provision of Installation Services (as applicable). Customer shall notify Vodafone of any conditions associated with such Permits at least 10 Working Days prior to the provision of the Installation Services (as applicable). Customer acknowledges that Vodafone (acting reasonably and in good faith) may increase the Charges for the Installation Services (as applicable) if the conditions of such Permits increase the cost of providing the Installation Services;
 - (iv) install Equipment (except where Customer purchases an Installation Service);
 - (v) provide internet connectivity to enable the Service to function; and
 - (vi) comply with all Technical Prerequisites.
- (b) Customer will comply with any licence agreement provided with the Equipment and in these Service Specific Terms, including shrink wrap, click-through and open-source licence agreements.
- (c) **Customer Equipment:** If Customer Equipment (including any Customer Systems) is necessary for Service performance, Customer agrees to:
- (i) install and configure the Customer Equipment at the agreed location(s) by the date necessary to allow Vodafone to perform its obligations;
 - (ii) support, maintain and be responsible for the configuration and compatibility of Customer Equipment with the Service including compliance with any applicable Technical Prerequisites and prompt installation of security patches and updates;
 - (iii) promptly replace or correct any Customer Equipment that Vodafone determines is incompatible with the Service or is likely to interfere with the Service or Network, and promptly reimburse Vodafone for any additional costs Vodafone incurs as a result (in accordance with the invoice Vodafone issues to Customer for such costs);
 - (iv) give Vodafone (and/or its subcontractors and Third Party Provider) prompt access to, and reasonable help with, disconnecting Customer Equipment from the Service after the Agreement (or relevant part of the Agreement) expires or is terminated; and
 - (v) dispose of Customer Equipment in accordance with Applicable Law. Customer acknowledges that failure to comply with this clause may result in Customer being unable to use the Service and will excuse Vodafone from liability for failure to deliver the Service.
 - (vi) warrant and undertake that Customer has full authority to permit Vodafone to perform the Services using the Customer Equipment.

Customer acknowledges that failure to comply with the foregoing obligations will excuse Vodafone from liability for failure to deliver the Service.

- (d) **Ancillary Charges:** Vodafone may charge Customer for Ancillary Charges, as detailed in the Commercial Terms, or any additional costs Vodafone incurs as result of any breach of the Customer obligations in this clause 4.1.

4.2 **Mobile Technology:** Customer accepts that the Connected Vision Service may (as applicable) utilise mobile technology and specifically the Vodafone mobile Network. As a result, Customer accepts that mobile Network coverage is required for proper performance of the Service (where the mobile Network is utilised as part of the Service) and in the absence of mobile Network coverage (which Vodafone cannot guarantee due to the nature of mobile technology) Service performance may be affected.

4.3 Optional Service Elements

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- (a) Customer may, at its option, purchase the Global Managed IoT Connectivity Service from Vodafone in order to connect to the Connected Vision Service. Customer agrees that if it purchases the Global Managed IoT Connectivity Service, the provision of that Service Element shall be subject to the Global Managed IoT Connectivity Extra Service Terms.
- (b) Customer may purchase Professional Services from Vodafone for a One-off Charge as set out in the Order Form. If Customer opts to purchase Professional Services from Vodafone, the nature of such Professional Services will be more particularly described in the Customer Solution Design.

4.4 Technical Prerequisites

- (a) Customer agrees that, in order to receive the Connected Vision Service, Customer must comply with the Technical Prerequisites throughout the Minimum Term and any Additional Term or Renewal Term (as applicable).
- (b) Vodafone may communicate Technical Prerequisites to the Customer in the Customer Solution Design, the Connected Vision Support Website and/or documentation relating to the foregoing.
- (c) Customer is solely responsible for determining that it is compliant with the Technical Prerequisites.
- (d) Vodafone shall not be responsible for any performance, or non-performance issues with the Connected Vision Service caused by Customer failing to comply with the Technical Prerequisites.
- (e) Customer is solely responsible for ensuring that Customer Systems are (i) compatible with the Service, and (ii) maintained by the Customer. Vodafone accepts no liability in respect of any damages or losses which Customer and/or Users may incur in the event Customer Systems are faulty or incompatible with the Service.
- (f) Customer accepts that if Customer fails to comply or maintain compliance with any of the Technical Prerequisites this may adversely impact the performance of the Connected Vision Service or possibly render the Connected Vision Service inoperable. As a result of Customer failing to meet and/or maintain any of the Technical Prerequisites:
 - (i) Customer shall not be excused from any of its other obligations under this Agreement including but not limited to payment of any Charges in relation to the Service; and
 - (ii) Such failure from the Customer shall be considered a material breach of this Agreement and therefore Vodafone shall be entitled to terminate the Service (and apply any applicable Recovery Charge).

4.5 Management Operations Manual:

- (a) Vodafone will provide Customer with a handbook ("**Customer Handbook**") which will provide a high level function view of the Connected Vision Service including contact details and business process design for logistics and support of the Services.
- (b) Vodafone may amend the Customer Handbook from time to time in order to improve the Services for all customers. Vodafone shall provide Customer with an updated version of the Customer Handbook in such circumstances.

4.6 Software:

- (a) **Software Licences:**
 - (i) Vodafone grants to Customer (or procures the grant of) a royalty free (except as set out in the Commercial Terms and the Order), non-exclusive, worldwide, non-transferable, non-sub licensable licence to use the Software solely in connection with the Services and for Customer's own internal business purposes. The licence automatically expires on expiry or termination of the Service.
 - (ii) Customer acknowledges that:
 - (A) Software Licences are required for the Customer to use any Software provided as part of the Service;

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- (B) the Order shall set out details of the quantity and nature of the Software Licences Customer is purchasing, including any applicable Charges;
 - (C) Vodafone or its Third Party Provider shall provide a unique licence key for the Software Licence(s), which Customer must utilise to activate the Software Licence(s); and
 - (D) Vodafone or its Third Party Provider shall activate the Software Licence(s) within one (1) Working Day of Customer entering the unique licence key for the Software Licence(s).
- (iii) Vodafone shall set out the number of Software Licences it recommends Customer purchase in the Customer Solution Design, which shall be based on the amount and type of Device Hardware Customer is purchasing as part of the Service.
- (iv) Without prejudice to the General Terms, Customer agrees that:
 - (A) certain Software provided as part of the Service is subject to Applicable Laws relating to export control; and
 - (B) it shall not export or re-export the Equipment or Software provided as part of the Service, without first obtaining a validated export licence from the appropriate agency (or agencies, as applicable) and/or regulatory authority (or regulatory authorities, as applicable), as required by Applicable Law.
- (b) **Third Party Providers**
 - (i) Customer understands and accepts that Vodafone will utilise Third Party Providers to provide the Service.
 - (ii) **Third Party Provider Terms:** In entering into this Agreement and accepting delivery of the Services, Customer agrees to and is bound by (and, as applicable, shall procure that its Users agree to) the following Third Party Provider terms, as may be updated from time to time:
 - (A) End user licence agreement appended to these Service Specific Terms at Appendix 1;
 - (B) Device Hardware warranty terms appended to these Service Specific Terms at Appendix 2;
 - (C) Acceptable use policy available at <https://digitalbarriers.com/acceptable-use-policy-v2/>; and
 - (D) Privacy policy available at <https://digitalbarriers.com/privacy-policy/>.
- (c) **Software Use:** Customer will not: (i) directly or indirectly, reverse engineer, decompile or disassemble the Software in any manner, except to the extent that Applicable Law requires a provider to give Customer permission to do so; (ii) copy, rent, lease, distribute, pledge, assign or otherwise transfer or encumber rights to the Software to any third party; or (iii) remove any proprietary notices or labels from the Software. All Intellectual Property Rights in the Software, programming tools, methodology, reports, designs, drawings, diagrams, images and any other materials provided by Vodafone and/or its licensors remain the exclusive property of Vodafone and/or its licensors.
- (d) **Customer IP and right to use:** Customer retains all Intellectual Property Rights contained in or relating to the Audio-Visual Data and information that is captured by the Equipment (“**Customer IP**”) and shall ensure the Customer IP does not breach Applicable Laws or infringe the Intellectual Property Rights or privacy rights of any third party.
- (e) **Software Updates and Fixes:**
 - (i) Vodafone and/or its Third Party Providers may apply new releases of, or enhancements to the Software at any time as part of its ongoing development of the Service.
 - (ii) Vodafone will use reasonable endeavours to provide Customer with information relating to known issues affecting the operation of the Service and advice on how to fix such issues, for example, by making changes to the configuration of Software or Equipment.
 - (iii) Customer shall apply fixes as soon as reasonably practicable.

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- (iv) Vodafone shall not be liable for any fault affecting the Service that arises from Customer's failure to apply, or delay in applying, any fix.
- (v) In certain circumstances, Vodafone may require the Customer to take prescribed steps to remedy issues affecting the operation of the Service. Where Vodafone informs Customer that such steps are required, Vodafone shall not be liable for any Service performance issues that result from the Customer failing to act on Vodafone's instructions.

4.7 Application Software

(a) Authorised Users:

- (i) Customer acknowledges that:
 - (A) its access to the Application Software shall be limited to authorised Users; and
 - (B) it shall be solely responsible for the authorisation of Users (and maintenance of such User authorisations); and
 - (C) authorisation of Users is carried out on behalf of the Customer by the Administrator.
- (ii) Customer shall be responsible for:
 - (A) the security of User details;
 - (B) providing Users (who have been allocated relevant authorisation) with the means to view live streamed Audio-Visual Data; 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 details or Audio-Visual Data.

4.8 Resell:

Customer shall not, and Vodafone does not grant any rights to Customer to, resell the Connected Vision Service.

4.9 Connection to the Service via Customer's own internet access:

- (a) Customer may connect the Device Hardware and the Service to their existing switching equipment and transmit data over their own existing internet access service. If Customer chooses to use its own connectivity to connect to the Service then it must comply with the Technical Prerequisites as set out in the Customer Solution Design (or documents related thereto).
- (b) Where a Third Party Provider provides Customer's internet connection or internet service:
 - (i) Customer must ensure that such Third Party Provider meets the Customer's security and reliability requirements to carry the Service; and
 - (ii) Vodafone accepts no liability whatsoever in respect of such internet connection or internet service.

4.10 Usage:

- (a) Vodafone reserves the right to terminate the Agreement and Customer's use of the Service in the event that Customer does not use the Service as intended.

5. Support and Service Levels

5.1 Device Hardware Support

- (a) Without prejudice to clauses 3.4 and 4, Vodafone shall supply Customer with:
 - (i) any active Equipment necessary for the functioning of the Service; and
 - (ii) any ancillary Equipment,

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as set out in the Customer Solution Design and Order Form. Customer shall pay One-Off Charges for such Equipment as set out in the Order Form.

- (b) Customer acknowledges that the Support Service does not cover loss or theft of any Equipment, or any Equipment that has become faulty or ceased to function as a result of an Excluded Event.
- (c) The Support Service is only available in respect of Equipment described in clause 5.1(a)(i) that is located at a Customer Site in the UK and specified in the Customer Solution Design.

5.2 Software Support

- (i) Vodafone shall use reasonable endeavours to respond to and/or resolve any Incidents relating to Software as soon as practicable.
- (ii) Vodafone shall provide support for Software the Customer receives as part of the Service until expiry or termination of the Connected Vision Service.

5.3 General Support Terms

- (a) Vodafone will provide Customer with the Support Service for the Service Elements ordered by Customer.
- (b) Support Service is available in English only.
- (c) Support Service is available as shown below:

Support Service	Service Cover Period
Reporting and resolving Incidents.	Monday to Friday 0800 to 1800 UK time (" Business Hours ").
Raising and resolving administrative requests (excluding in relation to Incidents)	0800 to 1800 UK time on Working Days.

- (d) Customer may report Incidents at any time during Business Hours. Customer may raise administrative requests during the relevant Service Cover Period. The Customer must appoint primary and secondary central points of contact responsible for accessing the Support Service and communicating with Vodafone during the Service Cover Periods. Customer will inform Vodafone of, and keep Vodafone up-to-date with, the identity and level of access of the individuals appointed as central points of contact.

- (e) Customer will:
 - (i) promptly reimburse Vodafone for reasonable expenses associated with actions taken when Customer has reported an Incident caused by an Excluded Event; and
 - (ii) permit Vodafone to interrupt the Service to resolve an Incident (and if no permission is granted then the relevant Incident will be placed on hold until such time that permission is granted);

- 5.4 Customer acknowledges that: (i) Vodafone may temporarily interrupt the Service to carry out a Planned Maintenance Event/Change or an emergency maintenance event/change; (ii) Vodafone will undertake scheduled maintenance on a weekly basis for patching activities and security updates and during this time the Service will not be available; (iii) where Vodafone carries out a Planned Maintenance Event/Change or an emergency maintenance event/ change, Customer's footage is not lost and will be available when the Service returns online after the Planned Maintenance Event/Change; (iv) the approximate duration of Planned Maintenance Events/Changes is 1 hour but maybe longer on occasions.

5.5 Incident Commencement and Resolution Rules:

- (a) Customer acknowledges that an Incident:
 - (i) commences when Vodafone creates an Incident report; and
 - (ii) ends on the earlier of when Vodafone advises Customer of Incident resolution or when the Incident affecting the Service has ceased.

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- (b) Customer is deemed to have been advised of Incident resolution if Vodafone has made reasonable attempts to contact Customer and Customer has not notified Vodafone within 24 hours from Vodafone's last attempt to contact the Customer that the Incident resolution is unsuccessful. Vodafone's method of Incident resolution is at Vodafone sole discretion.

5.6 Severity of Incidents

- (a) The following Severity Levels apply to the Service:

Severity Level	Severity Level definitions
1	<p>A total loss of the Connected Vision Service as a result of an Incident, which renders the Service unusable.</p> <p>E.g. A complete breakdown or outage of the Service or critical functionality that results in multiple customers being unable to use the Services.</p>
2	<p>Partial loss of the Connected Vision Service as a result of an Incident, which has a significant detrimental effect on Vodafone's ability to perform normal operations but which does not represent a total loss of the Service.</p> <ul style="list-style-type: none"> Issue is affecting entire Customer set up or affecting a significant number of Users/connected devices; or Issue is affecting a part of the Customer's set up that is fundamental to the Service.
3	<p>Degradation of Service such as a failure of an active piece of Equipment or Device Hardware located on a Customer Site (as described in clause 5.1(a)(i) of these Service Specific Terms), a loss in functionality that causes minimal loss of Service and does not limit its critical functions.</p>
4	<p>A non-Service affecting Incident or Incidents not classed as Severity Level 1, 2 or 3 Incident. For example, faulty documentation, general questions or other non-Service affecting queries</p>

5.7 Restoration Times Service Level

- (a) The target time to resolve an Incident (the "**Target Time to Restore**") is dependent on (i) the Severity Level of the Incident as set out in clause 5.6 of these Service Specific Terms, and (ii) which component of the Service is at fault, either Software or Device Hardware.
- (b) If Vodafone determines that an Incident is caused by a fault with Device Hardware, then:
- Warranty repair/replacement:** If Device Hardware is in warranty, Vodafone shall repair and return such Device Hardware within 60 days of its Third Party Provider receiving the Device Hardware for repair. Vodafone shall advise Customer of the date on which such Device Hardware was received by its Third Party Provider on request. If support diagnostics indicate replacement Device Hardware is required:

 - Vodafone may (at its absolute discretion) send replacement Device Hardware prior to its Third Party Provider receiving the faulty Device Hardware for repair; and
 - Customer shall return the faulty Device Hardware to Vodafone's Third Party Provider (or such other entity as Vodafone may determine) within 60 days of receiving the replacement Device Hardware. If Customer fails to return the faulty Device Hardware in accordance with this clause, Vodafone shall invoice Customer (and Customer shall pay) for the replacement Device Hardware at the then current price for such Device Hardware (as notified by Vodafone to Customer).
 - Out of warranty repair/replacement:** If Device Hardware is out of warranty, Customer shall raise a chargeable repair order and Vodafone shall use reasonable endeavours to repair and return

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such Device Hardware within 60 days of its Third Party Provider receiving the Device Hardware for repair. Vodafone shall advise Customer of the date on which such Device Hardware was received by its Third Party Provider on request. If support diagnostics indicate replacement Device Hardware is required, Vodafone may (at its absolute discretion) send replacement Device Hardware prior to its Third Party Provider receiving the faulty Device Hardware. Vodafone shall invoice Customer (and Customer shall pay) for:

- (A) replacement Device Hardware (as applicable) at the then current price for such Device Hardware (as notified by Vodafone to Customer); and/or
 - (B) repairs to the Device Hardware (as applicable) in accordance with the Charges which Vodafone notifies to Customer.
- (c) The “**Actual Time to Restore**” shall be the elapsed time from the point at which Vodafone raises a Trouble Ticket for the Incident and all required information to start the investigation has been provided to the point at which Vodafone declares that, in Vodafone’s reasonable opinion, the Service or relevant Service Element has been restored. In addition:
- (i) the Actual Time to Restore excludes any time spent on Incidents associated with or caused by an Excluded Event or Planned Maintenance Events/Changes; and
 - (ii) if Vodafone is prevented from achieving the Target Time to Restore by a Force Majeure Event, the Actual Time to Restore will be extended by the duration of the impairment and an appropriate start-up time.
- (d) The Target Time to Restore for each Severity Level is as follows:

Severity Level	Target Time to Restore
1	9 Business Hours
2	25 Business Hours
3	16 Working Days
4	24 Working Days

6. Data Protection

- 6.1 Vodafone shall act as a Data Controller for the provision of this Service.
- 6.2 Vodafone may act as Data Processor in respect of the Processor Services for the encoding of Audio-Visual Data (the “**Processor Services**”). The remainder of this clause 6 shall apply only where Vodafone acts as a Processor in respect of the Processor Services.
- 6.3 **Interpretation and Definitions.** In this clause:
- a. “Sub-processor” shall mean a sub-contractor who is Processing User Personal Data on behalf of Vodafone for the provision of the Service.
 - b. “Transfer Contract Clauses” shall mean together: (i) the standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679, as set out in the European Commission’s Implementing Decision 2021/914 of 4 June 2021, as may be amended, replaced or superseded by the European Commission from time to time (“Standard Contract Clauses”), and (ii) the UK Addendum to Standard Contractual Clauses, as may be amended, replaced or superseded by the ICO from time to time (including as formally issued by the ICO under section 119A(1) Data Protection Act 2018).
 - c. All other capitalised terms shall have the meaning defined elsewhere in these Service Specific Terms or the General Terms, as applicable.

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- 6.4 Vodafone may engage 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. Vodafone shall remain liable to the Customer for the performance of that Sub-processor's obligations.
- 6.5 Vodafone and its Sub-processor(s):
- 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 Law.
 - may use User Personal Data to create statistical data and information about service usage and devices that does not identify a User.
 - may retain the User Personal Data for as long as is required to deliver the Service and shall (unless otherwise required by Applicable Law) 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.
 - 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.
 - shall (i) provide appropriate technical and organisational 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;
 - 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.
 - may transfer User Personal Data to countries outside the UK and the EEA that have not been designated by the European Commission or Secretary of State in the UK as ensuring an adequate level of protection under Applicable Privacy Law, 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 User Personal Data to processors established in third countries; (ii) that the transfer of User Personal Data does not put the Customer 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.
 - 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.
- 6.6 **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 organisation and the best practice and industry standards which Vodafone meets or to which it aspires,

Service Specific Terms

Business Customers

including, without limitation, ISO 27001 (or equivalent), provided that such audit shall relate to the Services only. If the Transfer Contract Clauses apply, nothing in this sub-clause amends or varies those clauses, or 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.

- 6.7 **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 organisational measures, insofar as this is possible in the Customer's fulfilment of those obligations under Applicable Privacy Law.

Service Specific Terms

Business Customers

DEFINITIONS

The following additional definitions are applicable to the Services:

Additional Application Software	Software provided as part of the Service as an optional Service Element.
Additional Term	means the additional and successive term to the Minimum Term, which shall be the same duration as the Minimum Term and during which Customer will receive the Service.
Administrator	Customer nominated Users who can control and/or amend the Application Software.
Application Software	Software provided as part of the Service to enable Customers the ability to stream live Audio-Visual Data over the Network.
Audio-Visual Data	Data comprising both image and sound information, and sensor data where applicable (for example temperature sensors).
Business Hours	has the meaning given to that term in clause 5.3 of the Service Specific Terms.
Camera-Encoders	Device Hardware with an inbuilt camera that stores or streams the captured Audio-Visual Data.
Connected Camera	A technically compatible camera connected to the Encoder to enable the transmission of Audio-Visual Data and control data. The Technical Prerequisites relating to the Connected Camera will be further defined in the Customer Solution Design.
Core Service Elements	The Service comprises core service elements further described in these Service Specific Terms and the Customer Solution Design.
Customer Handbook	A manual containing a high level function view of the Connected Vision Service including contact details and business process design for logistics and support of the Services.
Customer Solution Design	A document with a technical description of the Connected Vision Service as provided to the Customer containing Technical Prerequisites that shall be required for proper performance of the Service.
Device Hardware	Equipment (excluding SIMs) including but not limited to encoder, gateway device, monitoring applications, connectivity and radio interfaces used to connect to the Service, and any other equipment provided by Vodafone as detailed under any applicable Service Specific Terms.
Docking Station	Multi-purpose Device Hardware that acts as a charging dock for Camera-Encoders and can be used to download Audio-Visual Data stored on the Camera-Encoder.
Docking Station Controller	Device Hardware that, in conjunction with Application Software and Additional Application Software, manages the Docking Station.
Encoders	Device Hardware which connects to the Connected Cameras and stores or streams the received Audio-Visual Data.
Excluded Event	any of the following: (a) Planned Maintenance Events/Changes; (b) a fault or incident with any other Vodafone service purchased under a separate agreement and/or Service Specific Terms; (c) a fault or incident in, or any other problem associated with Customer supplied Device Hardware or other telecommunications systems not operated or provided by Vodafone;

Service Specific Terms

Business Customers

	<p>(d) a fault or incident caused by Customer's negligence, act or omission or that of any third-party not within Vodafone's direct control;</p> <p>(e) Customer not performing or a delay in performing any of Customer obligations or conditions of use set out in the Agreement;</p> <p>(f) Service suspension or a Force Majeure Event in accordance with the General Terms; or</p> <p>any other circumstances caused by events for which Vodafone is not liable in accordance with the terms of the Agreement.</p>
Extended Warranty	An optional Service Element more particularly described in clause 3.5.
Extended Warranty Period	The optional extension of an applicable Warranty Period by a period of 24 months as further described in clause 3.5.
Incident	any unplanned interruption to, or a reduction of quality in, the contracted Service, which Vodafone reasonably determines is caused by an error in the Services purchased from Vodafone pursuant to the Connected Vision Service Specific Terms or Global Managed IoT Connectivity Extra Service Specific Terms (as applicable) only, and excluding any fault, incident or problem with any other Vodafone service purchased under separate service terms.
Installation Service	An optional Service Element whereby Vodafone or a Third Party Provider installs the Device Hardware or other elements of the Service as specified in the Customer Solution Design.
Planned Maintenance Event/ Change	Planned maintenance or changes to the Service.
Professional Services	An optional Service Element, whereby Vodafone (or its Third Party Provider) provide professional services to Customer which may include (i) training on use of the Service, (ii) Installation Services, or (ii) additional professional services relating to the design, development, implementation and operation of the Connected Vision Service. Where Customer purchases Professional Services, such Professional Services shall be more particularly described in the Customer Solution Design and/or Order.
Service	means the Connected Vision Service.
Service Level(s)	the service levels which apply to the provision of the Service as set out in the Service Levels in the Service Specific Terms.
Severity Level	the priority assigned by Vodafone (in its absolute discretion) based on the severity of an Incident as set out the Service Levels in the Service Specific Terms.
Software Licence	A unique Software licence key provided to the Customer to enable the operation of any applicable purchased Software provided as part of the Service.
Technical Prerequisite	Mandatory requirements that the Customer must implement and maintain at their own expense throughout the Minimum Term and any Additional Term(s) in order to receive the Connected Vision Service.
Trouble Ticket	a record of an Incident with a unique reference allocated to it which shall be used for all subsequent updates and communications.
Connected Vision Support Website	The website containing support materials for the Connected Vision Service, as provided by Vodafone to Customer from time to time.
Warranty Period	the period during which Vodafone shall provide a warranty on Device Hardware it sells to Customer pursuant to this Agreement, as more particularly described in clause 3.5.

Global Managed IoT Connectivity Service

Extra Service Specific Terms

Business Customers

Global Managed IoT Connectivity Service – Extra Service Terms for optional Service Element, where selected.

1. The Service - Overview

- 1.1 The Global Managed IoT Connectivity Service is an optional Service Element that provides connectivity and associated services to Encoders, and forms the connectivity element to the Connected Vision Service, where selected. The term “Service” or “Services” in these Extra Service Specific Terms means the Global Managed IoT Connectivity element of the Service, as set out below.

2. The Service

- 2.1 **Service Elements:** The Service shall comprise the Core Service Elements set out in the Customer Solution Design.
- 2.2 The Service Specification summarises the available Core Service Elements that are included in the Charges.

3. Service Specific Conditions of Use

- 3.1 **Third Party Providers:** Services may be provided by a Third Party Provider. If a Third Party Provider terminates Customer’s right to use the Service, Vodafone will be excused from liability related to failure to deliver the relevant Service.
- 3.2 **Designated Countries:** Customer warrants that Customer will only use the Equipment in countries in which the Equipment has been certified for use in accordance with Applicable Laws and not in any countries listed on the Office of Foreign Assets Control sanctions list.
- 3.3 **Restriction on use:** Customer shall not and shall ensure that its Customer Group and customers shall not use the Equipment:
- (a) for the transmission of voice (including VOIP);
 - (b) to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing; or
 - (c) in a permanent roaming way in countries where roaming is restricted. If Customer breaches this clause 3, Vodafone may suspend the Service without notice and such breach of any of the provisions in this clause 3 shall be deemed a material breach.
- 3.4 **Publishing results:** Customer shall not and shall ensure that its Customer Group shall not publish any results of any benchmark or performance tests of the SIMs, the Network, the Services, or component thereof (such restriction shall not restrict Customer from publishing performance results as specifically related to Customer’s machines and not to the Services).
- 3.5 **Peer-to-peer communication:** Customer acknowledges that direct peer-to-peer communication between Device Hardware or between Device Hardware and any other device is not permitted.
- 3.6 **4G/LTE Services:** 4G/LTE Services are only offered where set out in the Customer Solution Design. 4G/LTE is currently being rolled out globally and may not be available in some locations. The 4G/LTE Services are only available on compatible devices which support the particular 4G/LTE frequency of the specific roaming network. If Vodafone detects that a Customer device does not support 4G/LTE services, Vodafone may disable 4G/LTE access to that device. Where 4G/LTE Services cannot be provided, 2G Services will be provided subject to the availability of, and compatibility of the device with, such networks.

Global Managed IoT Connectivity Service

Extra Service Specific Terms

Business Customers

- 3.7 **Interruption to Service:** Customer hereby acknowledges that the Network does not have guaranteed uninterrupted service availability. 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 Networks and where interruption of a Network causes death, personal injury, physical injury or property damage.
- 3.8 **Security of communications:**
- (a) Vodafone shall exercise all reasonable efforts to ensure the security of Customer’s communications. However, for reasons beyond Vodafone’s control, it does not promise or guarantee that communications will be completely secure.
 - (b) Customer shall exercise all reasonable efforts and implement necessary security controls to ensure the security of communications via Customer Equipment and related services.
- 3.9 Customer shall only use the Service on the Connected Network and shall not attempt to use the Service on any other network.

4. Data Protection

- 4.1 In addition to the data protection provisions in the General Terms, this clause 4 shall apply.
- 4.2 Customer’s obligations:
- (i) in the event that the Customer becomes aware that it has provided Vodafone or any Vodafone Group company with any information that indirectly or directly identifies User(s), the Customer shall inform Vodafone’s Data Protection Officer by way of email to data.protection@vodafone.com as soon as reasonably practicable;
 - (ii) Customer must ensure that it has all necessary and appropriate consents and notices in place to enable lawful Processing of Personal Data by Vodafone in satisfaction of Articles 13 and 14 of the GDPR. The Customer shall consult with Vodafone about any notices given in relation to such Processing; and
 - (iii) Customer must comply with Vodafone’s Privacy Policy (<https://www.vodafone.co.uk/privacy>).

Global Managed IoT Connectivity Service – Service Specification

1. Service outline

- 1.1 The Global Managed IoT Connectivity Service consists of core service elements (“**Core Service Elements**”):
- (a) SIM; and
 - (b) Connected Network.

2. Core Service Elements

- 2.1 **SIM and Connected Network:**
- (a) Vodafone will provide Customer with the ability to use the SIM on the Connected Network.
 - (b) Device Hardware will be able to establish communication between that Device Hardware and the Connected Vision Service using the SIM, Connected Network and other components of the Service.

Global Managed IoT Connectivity Service

Extra Service Specific Terms

Business Customers

- (c) The Device Hardware will establish packet data communications using an access point name (“**APN**”). The APN (included in the Charges) is detailed in the Customer Solution Design. This will be one or more of the following types of APN:
- (i) Shared Internet APN – an APN shared by several customers, permitting devices to establish predefined connections to customer servers over the public internet, but traffic from one SIM cannot reach another SIM;
 - (ii) Private Internet APN – an APN dedicated for use by a single customer, permitting devices to establish predefined connections to Customer servers over the public internet; and/or
 - (iii) Private Corporate APN – an APN dedicated for use by a single customer, permitting devices to establish connections over private IP networking to customer servers.

3. Service Requirements

3.1 Due to the nature of packet-data communications, data sessions must be initiated from the Device Hardware.

4. Definitions

The following definitions are applicable to both the Global Managed IoT Connectivity Service and the Connected Vision Service:

Connected Network	The Vodafone mobile Network in the UK.
Equipment	as defined in the General Terms save that for the purpose of these Extra Service Specific Terms only, the definition of Equipment shall include the SIMs and any Device Hardware supplied by or on behalf of Vodafone to Customer.
IoT Platform	an integrated connection management service offering remote control of data connections and services for machine-to-machine devices.
SIM	a “subscriber identity module” card is an integrated circuit storing user specific data to allow controlled and secure use of Device Hardware on the Network.

Commercial Terms

1. Term and Commitment

1.1 **Commercial Commitment:** Vodafone's offer is based on Customer using the Service for a Minimum Term of one (1) year, two (2) years or three (3) years.

- (a) The Order will set out the Minimum Term and at the expiry of the Minimum Term Vodafone shall stop providing the Service and the Agreement shall terminate.
- (b) Where Customer wishes to purchase additional Software Licences for use with the Service, they will be subject to a separate Order and separate Agreement.

1.2 **Service Commencement Date:** The date that the Service is first provided by Vodafone under this Agreement.

1.3 Renewal Term:

- (a) Subject to Vodafone's agreement with its Third Party Provider still being in force, the Parties acknowledge that:
 - a. the Agreement shall automatically renew for an Additional Term, unless Customer or Vodafone serve 30 days' notice in writing to terminate in accordance with the Vodafone Business Marketplace Service Terms.
 - b. the Additional Term is one (1) year, two (2) years or three (3) years in line with the Minimum Term following expiry of the Minimum Term then effect.
- (b) Customer acknowledges that on each automatic renewal of the Service, the then current General Terms, Mobility Service Terms, Fixed Service Terms and the Connected Vision Service Specific Terms and Commercial Terms as set out at www.vodafone.co.uk/terms on the date of the automatic renewal, shall apply in accordance with the Vodafone Business Marketplace Service Terms.
- (c) Customer further acknowledges that on each automatic renewal of the Service, the latest Charges for the Service shall apply in accordance with Vodafone Business Marketplace Service Terms.

1.4 **Modification of the Service:** Vodafone may increase the Charges, charge Customer a One-off Charge, adjust 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, point of presence and/or presentation, or Configuration Changes); or
- (b) if changes are necessary as a result of:
 - 1. a Site Survey;
 - 2. Customer providing inaccurate or incomplete information; or
 - 3. Third Party Provider changing its charges to Vodafone.

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

3. Charges

3.1. Customer acknowledges that Charges (i) include Monthly Recurring Charges, Annual Recurring Charges and One-off Charges, (ii) shall be set out in the Order, and (iii) shall be exclusive of VAT at the prevailing rate.

Commercial Terms

Business Customers

- 3.2. **Recurring Charges:** Customer acknowledges that Vodafone shall bill Customer for Recurring Charges relating to (i) Software Licences annually in advance, and (ii) Global Managed IoT Connectivity (where applicable), monthly in arrears.
- 3.3. **One-off Charges:** Customer acknowledges that Vodafone shall bill Customer in advance for the applicable One-off Charges relating to Device Hardware, Extended Warranty Period and/or spare parts, as specified in the relevant Order.
- 3.4. Customer acknowledges that Vodafone will agree any further One-off Charges relating to the Service (including for Professional Services) with the Customer, and Vodafone shall invoice Customer (and Customer shall pay Vodafone) such One-off Charges as incurred by Vodafone.
- 3.5. **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 by Vodafone from time to time. <http://www.vodafone.co.uk/cs/groups/public/documents/document/fixed-line-ancillary-charges.pdf>
- 3.6. **Recovery Charge:** Without prejudice to the General Terms, Customer shall pay a Recovery Charge for terminating the Service, a Service Element or the Agreement prior to the expiry of the Minimum Term or then current Additional Term. The Recovery Charge shall be the sum of (a) all One-Off Charges (where such Charges remain unpaid at the time of termination); and (b) any applicable Recurring Charges which would have otherwise been payable to the end of the Minimum Term or then current Additional Term.
- 3.7. **Global Managed IoT Connectivity Service Charges:** If Customer opts to receive the Global Managed IoT Connectivity Service as an optional Service Element, Customer may select from the tariffs set out in Table A below. Customer acknowledges that if it exceeds the Data Allowance for its chosen tariff(s), Vodafone shall charge (and Customer shall pay) Data Overage Charges monthly in arrears in accordance with the rates set out in Table A below. For the purposes of calculating the Data Overage Charges, Vodafone shall round up Customer’s data usage from each session in which it uses the Service to the nearest 10KB and aggregate Customer’s usage per tariff.

Table A

Monthly Data Allowance (GB)	4	20	70	140
Monthly Recurring Charge	£10	£40	£70	£100
Data Overage Charge (per GB)	£1.95	£1.56	£0.91	£0.78

- 3.8. **Global Managed IoT Connectivity Service tariff changes:** Customer may utilise Vodafone’s IoT Platform to transfer one or more of its SIMs to an alternative tariff. Customer acknowledges that the relevant Monthly Recurring Charge for the new tariff shall apply from the date on which the transfer took place and Monthly Recurring Charges (including any applicable Data Overage Charges) for Customer’s original tariff shall be prorated accordingly.

4. Additional Commercial Conditions

4.1. Use of Device Hardware:

- 4.1.1. Customer acknowledges that the Encoder may only be used in conjunction with the Service within the UK. SIMs associated with Device Hardware will not operate outside the UK.
- 4.1.2. Without prejudice to the General Terms, Vodafone may modify the Connected Network for commercial or regulatory reasons.

Appendix 1

DIGITAL BARRIERS END USER LICENCE AGREEMENT

PLEASE READ CAREFULLY BEFORE ACCESSING ANY SOFTWARE FROM THIS WEBSITE:

This licence agreement (**Licence**) is a legal agreement between you (**Licensee** or **you**) and Digital Barriers Services Limited a company incorporated in England and Wales whose registered number is 06883884 and whose registered office is at Milton Gate, 60 Chiswell Street, London, United Kingdom, United Kingdom, EC1Y 4AG (**Licensor, us** or **we**) for:

We license the use of the Software and Documents to you on the basis of this Licence. We do not sell the Software or Documents to you. We remain the owners of the Software and Documents at all times.

IMPORTANT NOTICE TO ALL USERS:

- IF YOU DOWNLOAD THIS SOFTWARE ACCOMPANYING THIS LICENCE AGREEMENT YOU HEREBY AGREE TO THE TERMS OF THIS LICENCE WHICH WILL BIND YOU AND YOUR EMPLOYEES. THE TERMS OF THIS LICENCE INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 4.1 AND CLAUSE 5.
- IN THE EVENT THAT A LICENSE HAS BEEN DULY GRANTED FOR THE DOWNLOAD OF THE AFOREMENTIONED SOFTWARE VIA AN APPROVED CHANNEL PARTNER ACTING AS AN AUTHORIZED RESELLER ON OUR BEHALF, YOU HEREBY AGREE TO ADHERE TO THE FOLLOWING TERMS. ANY SUBSEQUENT COMMUNICATIONS AS DEFINED IN SECTION 6 SHALL BE EXCLUSIVELY BETWEEN YOU AND THE RESELLER.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, YOU MAY NOT ACCESS THIS SOFTWARE OR DOCUMENTS.

You should print a copy of this Licence for future reference.

1. Grant and scope of Licence

- 1.1 You agree to abide by the terms of this Licence, we grant to you as the user a non-exclusive, non-transferable licence to use the Software and the Documents in the territory that you or your employer is permitted to use the services in.

Appendix 1

1.2 You may:

- (a) download, install and use the Software for your internal business purposes only, and in accordance with the relevant usage restrictions as per the Acceptable Use Policy available here <https://digitalbarriers.com/acceptable-use-policy-v2/> and this Licence;
- (b) provided you comply with the provisions in condition 2, make up to one [1] copy of the Software for back-up purposes only;
- (c) receive and use any free supplementary software code or update of the Software incorporating "patches" and corrections of errors as may be provided by us from time to time; and
- (d) use any Documents in support of the use permitted under condition 1.2.

2. Restrictions

2.1 Except as expressly set out in this Licence or as permitted by any local law, you undertake:

- (a) not to copy the Software or Documents except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documents;
- (c) not to make alterations to, or modifications of, the whole or any part of the Software, nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving interoperability of the Software with another software program, and provided that the information obtained by you during such activities:

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- (i) is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software which is substantially similar to the Software;
- (e) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (f) to supervise and control use of the Software and ensure that you and your employees and representatives use the Software in accordance with the terms of this Licence and the Acceptable Use Policy;
- (g) to include our copyright notice on all entire and partial copies you make of the Software on any medium;
- (h) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from us; and
- (i) to comply with all applicable technology control or export laws and regulations; and
- (j) not use the Software via any communications network or by means of remote access.

3. Intellectual property rights

- 3.1 You acknowledge that all intellectual property rights in the Software and the Documents anywhere in the world belong to us, that rights in the Software are licensed (not sold) to you,

and that you have no rights in, or to, the Software or the Documents other than the right to use them in accordance with the terms of this Licence. You acknowledge that you have no right to have access to the Software in source code form.

4. Limitation of liability

- 4.1 You acknowledge that the Software has not been developed to meet your individual requirements, including any particular cybersecurity requirements you might be subject to under law or otherwise,

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and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documents meet your requirements.

- 4.2 We only supply the Software and Documents for internal use by your business, and you agree not to use the Software or Documents for any re-sale purposes.
- 4.3 We shall not in any circumstances whatever be liable for any consequential, indirect or special losses, nor will we be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Licence for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss or corruption of data or information; loss of business opportunity, goodwill or reputation;
- 4.4 Other than the losses set out in clause 4.3 (for which we are not liable), our maximum aggregate liability under or in connection with this Licence whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to five hundred dollars (\$500.00).
- 4.5 Nothing in this Licence shall limit or exclude our liability for: (a) death or personal injury resulting from our negligence; (b) fraud or fraudulent misrepresentation; and (c) any other liability that cannot be excluded or limited by English law.
- 4.6 This Licence sets out the full extent of our obligations and liabilities in respect of the supply of the Software and Documents. Except as expressly stated in this Licence, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Software and Documents which might otherwise be implied into, or incorporated in, this Licence whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

5. Termination

On termination for any reason: (a) all rights granted to you under this Licence shall cease; (b) you must immediately cease all activities authorised by this Licence; and (c) you must immediately and permanently delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to us (at our option) all copies of the Software and Documents then in your possession, custody or control and, in the case of destruction, certify to us that you have done so.

Appendix 1

6. Communications between us

- 6.1 We may update the terms of this Licence at any time on notice to you in accordance with this clause 6. Your continued use of the Software and Documents following the deemed receipt and service of the notice under clause 6.3 shall constitute your acceptance to the terms of this Licence, as varied. If you do not wish to accept the terms of the Licence (as varied) you must immediately stop using and accessing the Software and Document on the deemed receipt and service of the notice.
- 6.2 Reserved.
- 6.3 Note that any notice: (a) given by us to you will be deemed received and properly served 24 hours after it is first posted on our website, 24 hours after an email is sent, or three days after the date of posting of any letter; and (b) given by you to us will be deemed received and properly served 24 hours after an email is sent, or three days after the date of posting of any letter.
- 6.4 In proving the service of any notice, it will be sufficient to prove, in the case of posting on our website, that the website was generally accessible to the public for a period of 24 hours after the first posting of the notice; in the case of a letter, that such letter was properly addressed, stamped and placed in the post to the address of the recipient given for these purposes; and, in the case of an email, that such email was sent to the email address of the recipient given for these purposes.

7. Events outside our control

- 7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Licence that is caused by an Event Outside Our Control. An Event Outside Our Control is defined below in clause 7.2.
- 7.2 An **Event Outside Our Control** means any act or event beyond our reasonable control, including without limitation failure of public or private telecommunications networks.
- 7.3 If an Event Outside Our Control takes place that affects the performance of our obligations under this Licence: (a) our obligations under this Licence will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and (b) we will use our reasonable endeavours to find a solution by which our obligations under this Licence may be performed despite the Event Outside Our Control.

Appendix 1

8. How we may use your personal information

Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Software and the Documents and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in <https://digitalbarriers.com/privacy-policy/> and it is important that you read that information.

9. Other important terms

- 9.1 We may transfer our rights and obligations under this Licence to another organisation, but this will not affect your rights or our obligations under this Licence.
- 9.2 You may only transfer your rights or your obligations under this Licence to another person if we agree in writing.
- 9.3 This Licence and any document expressly referred to in it constitutes the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Licence or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Licence or any document expressly referred to in it.
- 9.4 If we fail to insist that you perform any of your obligations under this Licence, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing signed by us, and that will not mean that we will automatically waive any later default by you.
- 9.5 Each of the clauses of this Licence operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

Appendix 1

- 9.6 This Licence, its subject matter and its formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both irrevocably agree to the exclusive jurisdiction of the courts of England and Wales.

DIGITAL BARRIERS HARDWARE WARRANTY TERMS

1. The warranties set forth in this Hardware Warranty Terms ("Agreement") are in lieu of, and DIGITAL BARRIERS hereby disclaims, all other warranties and conditions, whether express or implied, including without limitation the implied terms of satisfactory quality and fitness for a particular purpose to the fullest extent permitted by law.
2. Subject to Clauses 3 and 4, DIGITAL BARRIERS warrants that the Equipment sold to Purchaser under this Agreement shall, under normal use and service, be free from defects in materials and faulty workmanship. The warranty period for any item of Equipment shall be twelve (12) months from the date of Delivery (the "Warranty Period").
3. DIGITAL BARRIERS's obligation and Purchaser's sole remedy under this Warranty are limited to the replacement or repair, at DIGITAL BARRIERS's option, of the defective Equipment within the applicable Warranty Period. DIGITAL BARRIERS shall have no obligation to remedy any such defect if it can be shown that, in DIGITAL BARRIERS's reasonable opinion: (a) the Equipment was altered, repaired, or reworked by any party other than DIGITAL BARRIERS without DIGITAL BARRIERS's prior written consent; (b) such defects were the result of Purchaser's or a third party's improper storage, mishandling, abuse, or misuse of the Equipment; (c) such defects were the result of Purchaser's or a third party's use of the Equipment in conjunction with equipment electronically or mechanically incompatible or of an inferior quality; or (d) the defect was the result of damage by fire, explosion, power failure, or any act of nature.
4. Subject to the provisions of this Warranty clause, defective parts must be returned within the Warranty Period by Purchaser on a DDP basis (as defined in the Incoterms 2020) to DIGITAL BARRIERS's appointed repair facility and said defective parts will be repaired or replaced by DIGITAL BARRIERS at no additional charge to Purchaser. In connection with such return by Purchaser, Purchaser shall comply with DIGITAL BARRIERS's Return Material Authorisation ("RMA") procedures, available upon request. DIGITAL BARRIERS shall deliver the repaired or replacement parts on a DDP basis to Purchaser. However, if there was no fault found ("NFF") Purchaser shall pay such transportation costs along with DIGITAL BARRIERS's then prevailing NFF charge. Risk of loss or damage shall pass to the receiving party on delivery. DIGITAL BARRIERS will charge Purchaser for any repair or maintenance carried out which is not covered by the warranties contained in Clause 2 or Clause 6 at DIGITAL BARRIERS's then prevailing standard rates for such services.
5. Any optional extended warranty, where available, may only be purchased at the time of product point of sale. The extended warranty shall run from the date of receipt of the extended warranty through the balance of the 12 months limited warranty plus the term of the extended warranty

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Appendix 2

measured after the expiration of the 12 months limited warranty. Purchaser may not buy more than one extended warranty for any one specific product. The extended warranty shall not cover user-removable battery replacement, abuse, intentional or deliberate damage to the product, or force majeure during the extended warranty period. For customers who purchase an extended warranty, DIGITAL BARRIERS warrants it will repair or replace the DIGITAL BARRIERS product, which fails to function for any reason not excluded by this warranty, during the extended warranty period with the same or like product, at DIGITAL BARRIERS's option. Purchaser may not buy a new extended warranty for any replacement or repaired product which has been replaced or repaired under the extended warranty.

6. DIGITAL BARRIERS warrants that the defective element of the Equipment returned by DIGITAL BARRIERS following repair or replacement of such defective element by DIGITAL BARRIERS shall be free from defects in materials and faulty workmanship until the end of the original Warranty Period, whichever is longer. For the avoidance of doubt, any Warranty Period extension granted pursuant to this Clause 6 only applies to the repaired defective element of the Equipment.

7. Unless expressly set out in a Quotation and PO, in no event shall DIGITAL BARRIERS be obliged to provide on-site maintenance or general Product or Services support. If Purchaser requires support, it may purchase a separate support package which shall be governed by DIGITAL BARRIERS's Support Services Terms & Conditions. Details can be found at <http://www.digitalbarriers.com/support>.