

STANDARD TERMS AND CONDITIONS

1 DEFINITIONS

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

AGREEMENT: has the meaning given to it in clause 3.1;

AGREEMENT START DATE: the date both parties have signed the Order Form;

ALARM RECEIVING CENTRE or ARC: the alarm receiving centre set up by Peoplesafe to provide the Service, certified to EN 50518:2019 Category 1, BS 9518:2021 and BS 8484:2022;

APIs: the Application Programming Interfaces within the Peoplesafe Portal;

API SERVICE: the data interface service provided by Peoplesafe whereby the Peoplesafe Portal provides data to customers via the APIs which the customer may utilise within their own IT systems, or receives data from customers own IT systems via the APIs which the Peoplesafe Portal may utilise to carry out certain functions, subject to the limitations, terms and conditions set forth in this Agreement;

APPLICABLE DATA PROTECTION LAWS:

- (i) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data; or
- (ii) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which Peoplesafe is subject, which relates to the protection of personal data;

ARC SERVICE: the alarm response service provided by Peoplesafe under which Peoplesafe processes Signals received by the ARC from Users and communicates information relating to the Signals (where necessary) to the Response Services, subject to the limitations, terms and conditions set forth in this Agreement;

BUSINESS DAY: a day other than a Saturday or Sunday or public holiday in the UK or Republic of Ireland;

BWC: body worn cameras, or in-vehicle cameras or dashcams as applicable;

CUSTOMER: the customer specified in the Order Form;

DELIVERY ADDRESS: the delivery address specified in the Order Form, or otherwise agreed between the parties;

DELIVERY CHARGES: means charges for packaging, insurance, freight/transport charges and other costs of carriage and delivery;

DELIVERY TIME: the time that the Equipment being delivered has been loaded into the delivery courier's vehicle at Peoplesafe's premises;

END-USERS: the Customer, Users, and the Customer's employees, agents or other associates of any kind;

EQUIPMENT: means physical equipment, including Personal Safety Devices and related accessories, provided by Peoplesafe to Customers for use in connection with the Service;

EQUIPMENT LEASE PERIOD: as specified in the Order Form, or if not specified then the term of this Agreement;

EQUIPMENT WARRANTY PERIOD: 12 months from the Delivery Time, unless stated otherwise in the Order Form;

EU GDPR: the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law;

FIXED LENGTH TRIAL: an Agreement for the Service provided by Peoplesafe, where specified in writing as a Fixed Length Trial on the Order Form and where, as laid out in Clause 4, the trial will automatically terminate at the end of the Fixed Length Trial Period;

FIXED LENGTH TRIAL PERIOD: the fixed length trial period as specified in the Order Form;

GOOD INDUSTRY PRACTICE: using standards, practices, methods and procedures conforming to the law and exercising that degree of care and skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

GPS: global positioning system;

GSM: global system for mobile communications;

INITIAL TRIAL PERIOD: the initial trial period as specified in the Order Form;

INITIAL TRIAL ROLLING CONTRACT: an Agreement for the Service provided by Peoplesafe, where specified in writing as an Initial Trial Rolling Contract on the Order Form and where, as laid out in Clause 4, the Customer has the right to cancel within the Initial Trial Period failing which the Agreement will automatically renew for the Minimum Term and henceforth be considered a Standard Contract;

INTELLECTUAL PROPERTY RIGHTS: patents, trademarks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, know-how, trade or business names and other similar rights or obligations, whether registerable or not in any country;

INTERNATIONAL SERVICE: the ARC service offering alarm response services to Users outside of the UK and Republic of Ireland, including the services marketed as "Eurowatch" and "Global Response", subject to the limitations, terms and conditions set forth in this Agreement;

MINIMUM TERM: the minimum term stated in the Order Form;

MOBILE DEVICE: a Personal Safety Device, or the User's communications and/or positioning device on which a Personal Safety Application has been installed;

ORDER FORM: a completed and signed order for the Service in the form prescribed by Peoplesafe;

PEOPLESafe: Skyguard Limited trading as Peoplesafe (company number 4107459), whose registered office is situated at Emerald House, East Street, Epsom, Surrey, KT17 1HS and its affiliated companies which are part of the Peoplesafe group of companies;

PEOPLESafe NATIONAL RESPONSE SERVICE: a fleet of mobile security patrol vehicles operated by a third-party service provider that are capable of being contacted by Peoplesafe if the other Response Services are unable to respond or it is inappropriate for them to do so. Response times depend on location and an estimate can be provided on application to Peoplesafe. Patrol vehicle operatives are trained to observe, report and provide reassurance as appropriate. They are not first aid qualified and will avoid physical confrontation with an assailant. This service is not available in the Republic of Ireland;

PEOPLESafe PORTAL: an online administration software system that allows Customers to Register Users with Peoplesafe, enter essential User information used in incident management, provides management reports and supports Peoplesafe's delivery of the ARC Service;

PERSONAL SAFETY APPLICATION: a mobile application provided by Peoplesafe to Customers that Users may install on a communications and/or positioning device which is not provided by Peoplesafe, for use in connection with the Service;

PERSONAL SAFETY DEVICE: a communications and/or positioning device, including BWC where specified in the Order Form, provided by Peoplesafe to Customers for use in connection with the Service;

PS ALERT SERVICE: a mass notification messaging service provided by Peoplesafe via a third party, enabling Customers to send alert messages to Users, subject to the limitations, terms and conditions set forth in this Agreement;

REGISTER or REGISTRATION: the process by which the User becomes registered on Peoplesafe's system by being paired to their Personal Safety Application and/or Personal Safety Device and where the relevant compulsory information fields in the Peoplesafe Portal are completed;

RESPONSE SERVICES: any or all of the emergency services including, but not limited to, the police, ambulance, fire services and the Peoplesafe National Response Service;

SERVICE: any service offered by Peoplesafe to the Customer from time to time including but not limited to the ARC Service, the PS Alert Service, the Team Broadcast Service, the International Service, the API Service and the provision of Equipment, all subject to the limitations, terms and conditions set forth in this Agreement;

SERVICE CHARGE: including but not limited to subscription charges for the Service, charges for the purchase, license, rental, repair or replacement of Equipment, plus any other fees or charges arising from this Agreement;

SERVICE START DATE: in relation to Personal Safety Devices, the Delivery Time, and in relation to Personal Safety Applications, the date from which the Customer is eligible to download the Peoplesafe mobile application from the relevant application store and Register Users;

SIGNAL: an alarm or other message sent by a User and received by the ARC;

STANDARD CONTRACT: an Agreement for the Service provided by Peoplesafe (other than where specified on the Order Form as a Fixed Length Trial, or during the Trial Period of an Initial Trial Rolling Contract);

TEAM BROADCAST SERVICE: a mass notification messaging service provided by Peoplesafe enabling Customers to send alert messages to Users via a Personal Safety Application, subject to the limitations, terms and conditions set forth in this Agreement;

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;

USER: any person who has been nominated by the Customer and Registered with Peoplesafe as a user of a Personal Safety Application and/or a Personal Safety Device;

USER MANUAL: the manual provided by Peoplesafe to the Customer setting out Personal Safety Application and Personal Safety Device characteristics

and functions, and details of the User's responsibilities in relation to the Service;
VAT: value added tax chargeable in the UK;
YEAR: each period of twelve months from the Service Start Date.

2 INTERPRETATION

- 2.1 In this Agreement unless the context otherwise requires:
- (a) words in the singular include the plural and words in the plural include the singular;
 - (b) references to any enactment, order, regulation or other similar instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or re-enacted by any subsequent enactment, order, regulation or instrument;
 - (c) words denoting any one gender include all genders and vice versa, and reference to a person shall include an individual, partnership, body corporate and unincorporated association;
 - (d) references to any party shall include its personal representatives, lawful successor in title and permitted assigns; and
 - (e) the words and phrases **OTHER, INCLUDING** and **IN PARTICULAR** shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.
- 2.2 In the event of conflict between the documents that constitute this Agreement, the following order of hierarchy shall apply:
- (a) first, these Standard Terms & Conditions, including the Schedules;
 - (b) second, the Order Form; and
 - (c) third, all other documents referenced herein.
- 2.3 Any typographical, clerical or other error or omission in any sales literature, price list, invoice or other document or information issued by Peoplesafe shall be subject to correction without any liability on the part of Peoplesafe.

3 THIS AGREEMENT

- 3.1 The Agreement comprises the Order Form, these Standard Terms & Conditions and any documents expressly referenced herein (the "**Agreement**"). These Standard Terms & Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Schedules, where applicable, shall operate to supplement the terms of this Agreement in respect of the subject matter to which they apply.
- 3.2 Peoplesafe shall provide, and the Customer shall purchase, the Service in accordance with the Agreement, and the terms of the Agreement shall apply to the exclusion of any other terms and conditions of the Customer.
- 3.3 No Agreement shall exist unless and until the Order Form for the Service has been signed by both Peoplesafe and the Customer.
- 3.4 Unless otherwise stated herein, no variation of the Agreement shall be effective unless it is made in writing and signed by duly authorised representatives of both parties. For the purposes of this clause, the expression **variation** includes any supplement, deletion or replacement however effected.
- 3.5 Peoplesafe may vary these terms and conditions from time to time on giving the Customer at least 30 days' notice in writing (which, for the avoidance of doubt, shall include by email to an agreed email address of the Customer). If the Customer does not accept the variation, the Customer may, within 15 days of being notified of the variation by the Supplier ("**Review Period**"), terminate this Agreement on written notice to the Supplier. The Customer's continued use of the Service after the Review Period will constitute the Customer's acceptance of the variation.

4 RENEWAL AND CANCELLATION

- 4.1 This Agreement shall commence on the Agreement Start Date.
- 4.2 In relation to a Standard Contract:
- 4.2.1 The Agreement shall continue until the Service Start Date plus the Minimum Term (such period being the "**Initial Period**").
 - 4.2.2 Both Parties agree that at the end of the Initial Period, or at the end of a Renewal Period, that the Agreement will be renewed automatically for successive periods of 12 months (each 12-month period being a "**Renewal Period**" with a 12-month minimum term).
 - 4.2.3 Either party shall be entitled to terminate the Agreement at the end of the Initial Period or at the end of a Renewal Period by giving not less than 90 days prior written notice to the other party, subject to clause 4.5 below. If no such notice is given then the Agreement will renew automatically per clause 4.2.2 above.
- 4.3 In relation to an Initial Trial Rolling Contract:
- 4.3.1 The Agreement shall continue until the Service Start Date plus the Initial Trial Period (such period being the "**Trial Period**").
 - 4.3.2 Both Parties agree that at the end of the Trial Period, that the Agreement will be renewed automatically for a successive period equal to the Minimum Term (such period being the "**Initial Period**", with the minimum term being the Minimum Term), and from this date onward the Agreement shall be considered as a Standard Contract. If the Minimum Term is not specifically stated, then the Minimum Term shall be 12 months.
 - 4.3.3 Either party shall be entitled to terminate the Agreement at any time during the Trial Period by giving written notice to the other party, subject to clause 4.5 below. If no such notice is given then the Agreement will renew automatically per clause 4.3.2 above.
- 4.4 In relation to a Fixed Length Trial:
- 4.4.1 The Agreement shall continue until the Service Start Date plus the Fixed Length Trial Period (such period being the "**Trial Period**").
 - 4.4.2 Both Parties agree that at the end of the Trial Period, that the Agreement will terminate.
 - 4.4.3 Either party shall be entitled to terminate the Agreement at any time during the Trial Period by giving written notice to the other party, subject to clause 4.5 below.
- 4.5 Written notice of cancellation by the Customer shall be considered to have been validly delivered and effective for the purpose of satisfying clause 4.2.3 or clause 4.3.3 or clause 4.4.3, as relevant, on the date that the Customer sends such notice by email to cancellations@peoplesafe.co.uk and where such notice contains sufficient information to identify the Customer and the relevant Personal Safety Application or Personal Safety Device subscriptions to be cancelled.

5 SERVICES

- 5.1 Peoplesafe shall use its reasonable endeavours to provide the Service to the Customer in relation to Users which are Registered at the relevant time from the date of Registration of each User following the Service Start Date, and until the end of the Trial Period, Initial Period or each subsequent Renewal Period.
- 5.2 Certain components of the end-to-end Service are owned, controlled or managed by other parties, including but not limited to the mobile phone network infrastructure, mobile phone handsets and GPS satellites which the Service may rely upon to transmit a Signal and/or User location, the Peoplesafe National Response Service, the International Service and the PS Alert Service. With regard to these components Peoplesafe is not responsible for their performance however shall use its reasonable endeavours to work with the other party to provide the Service to the Customer.
- 5.3 Peoplesafe provides its websites and software on an "as-is" basis and makes no representations or warranties that access to or use of its websites and software will be uninterrupted or error-free.
- 5.4 Peoplesafe shall have the right to make changes to any settings of the Personal Safety Applications, Personal Safety Devices or other Equipment as it considers appropriate to carry out the Service.
- 5.5 Peoplesafe shall have the right to modify, update or replace the Peoplesafe Portal software or its APIs as it considers appropriate to carry out the Service.
- 5.6 The Customer is hereby notified that:
- (a) verified alarms from BS 8484 compliant applications or devices will be communicated to Response Services in accordance with the National Police Chiefs Council's Security Systems Policy. This does not apply to verified alarms originating from the Republic of Ireland, where a different system will be utilised to communicate to the Response Services.
 - (b) Verified alarms from BS 8484 non-compliant applications or devices will be communicated to Response Services via methods which exclude the Police Unique Reference Numbers (URN) system.
 - (c) The Peoplesafe Personal Safety Application is compliant to BS 8484 for Android and Apple IOS Operating Systems, subject to the minimum operating system versions as listed on the relevant application stores. The Customer is responsible for ensuring Users are using Mobile Devices that are compatible with the minimum operating system versions, have downloaded and installed the minimum or later operating system versions, and have downloaded and installed the latest version of the Peoplesafe Personal Safety Application.

- (d) During an alarm activation, the number of attempts to make an audio connection with the ARC will vary depending on the Personal Safety Device or Personal Safety Application.

6 SERVICE CHARGES AND PAYMENTS

- 6.2 The Customer shall pay to Peoplesafe the Service Charge in respect of the Service.
- 6.3 Customers shall, unless otherwise agreed in writing:
- (a) make all payments to Peoplesafe by direct debit, BACS, or Credit/Debit card; and
 - (b) make all payments in pounds sterling; and
 - (c) where Peoplesafe offers credit terms, make all payments no later than 30 days after the date of invoice.
- 6.4 The Customer agrees that at the end of each Year within the Initial Period or each subsequent Renewal Period that Peoplesafe may at its sole discretion increase the Service Charge by an amount up to the published Retail Price Index (RPI) rate of inflation plus 2%.
- 6.5 If the Customer makes payment by credit card then the Customer agrees to pay an additional processing fee of 3.5% of the Service Charge.
- 6.6 The Customer shall pay any airtime, mobile data, API data or other telephony charges in excess of reasonable and fair usage for the Service.
- 6.7 If the Customer cancels their direct debit other than upon a valid termination of the Agreement under clause 4 above, Peoplesafe reserves the right to impose a one-off £25 administration charge plus a surcharge of £2.50 per month on future invoices to reflect the additional processing costs.
- 6.8 Where a trial is provided to the Customer free of charge, the Customer will not be liable for any charges for airtime, mobile data, API data or other telephony charges up to a maximum value of £20 per month. If this maximum value is exceeded, Peoplesafe reserves the right to
- (a) invoice the Customer for the value of the airtime, mobile data, API data or other telephony charges in full; and/or
 - (b) suspend the provision of the Service until the Customer has paid the invoice; and/or
 - (c) terminate the trial.
- In these circumstances Peoplesafe will use reasonable endeavours to notify the Customer that the trial has been suspended or terminated and Peoplesafe accepts no liability for the non-availability of the Service.
- 6.9 The Service Charge and any other payments invoiced by Peoplesafe shall be exclusive of any applicable VAT (and shall be payable by the Customer subject to receipt of a valid VAT invoice) and of all other duties, imposts and levies.
- 6.10 The Customer shall notify Peoplesafe of any billing queries within 15 days of the date of the invoice. For the avoidance of doubt, any reconciliation of invoices by the Customer, allocation of invoices by department for the purpose of internal recharging, or obtaining of Purchase Orders or other internal authorisations are the sole responsibility of the Customer and the Customer agrees these shall not be a valid reason to delay payment.
- 6.11 If the Customer fails to make any payment within 30 days when due, without affecting any other rights which it may have, Peoplesafe shall be entitled to exercise all or any of the following rights:
- (a) suspend the provision of Service until paid;
 - (b) deduct outstanding sums from any sums owed by Peoplesafe to the Customer under the Agreement or otherwise;
 - (c) charge interest on the overdue amount at a rate equal to the current Bank of England base rate plus 8%.
- 6.12 The Customer may not for any reason withhold, make deduction from, set off against or make abatement of any payment due to Peoplesafe.
- 6.13 The time of payment of the Service Charge shall be of the essence of the Agreement.

7 PEOPLESAFE RESPONSIBILITIES

- 7.1 Peoplesafe shall provide the Service with reasonable care and skill and in accordance with Good Industry Practice.
- 7.2 The Customer acknowledges that the provision of the Service shall involve the communication of information to the Response Services in the United Kingdom and the Republic of Ireland, where communication is deemed reasonably necessary.
- 7.3 Peoplesafe shall cancel any SIM card as soon as reasonably practicable after being notified by the Customer of any loss or damage to a SIM card under clause 8.1 d).
- 7.4 Peoplesafe shall not be responsible for:
- (a) temporary downtime, bugs or errors of its websites or software
 - (b) ensuring that the communication referred to in clause 7.2 shall be acted upon by the Response Services, nor that the Response Services shall appear at a User's location in time;
 - (c) communicating information from Signals sent anywhere other than on land in the United Kingdom and the Republic of Ireland, and Peoplesafe shall have no liability whatsoever (however arising) arising out of or in connection with such matters; and
 - (d) providing the Service to Users where the User has not complied with Peoplesafe's reasonable instructions in relation to making changes to any settings of the User's Personal Safety Application, Personal Safety Device or other Equipment, or to update or replace the SIM card within a User's Personal Safety Device or other Equipment, or the Customer has not complied with Peoplesafe's reasonable instructions in relation to modifying, updating or replacing of the Peoplesafe Portal software or its APIs.

8 CUSTOMER RESPONSIBILITIES

- 8.1 The Customer shall:
- (a) provide each User with a copy of the User Manual prior to their Registration and notify each User of any amendments or updates to the User Manual immediately on receipt of a notification of such amendments or updates from Peoplesafe;
 - (b) use all reasonable endeavours to procure that Users comply with the User Manual and the Standard Terms and Conditions and are aware of their responsibilities to keep Equipment fully functional with batteries appropriately charged;
 - (c) Register and maintain complete and accurate details of Users, the Personal Safety Applications, Personal Safety Devices and other Equipment with which Users are paired, and completely and accurately populate the mandatory data fields in the Peoplesafe Portal;
 - (d) inform Peoplesafe immediately if the Equipment or any SIM card is lost or stolen (to be confirmed in writing as soon as reasonably practicable thereafter);
 - (e) give Peoplesafe any necessary information, facilities, instructions and responses relating to the Service to perform the Agreement in accordance with its terms;
 - (f) not obtain a User's location or GPS tracking information without their prior consent;
 - (g) in the event that Peoplesafe needs to make changes to any settings of the Personal Safety Applications, Personal Safety Devices or other Equipment then to ensure each User complies with instructions provided by Peoplesafe to complete the changes (for example, leaving the Personal Safety Device powered on with sufficient battery charge at a specified time);
 - (h) in the event that Peoplesafe needs to modify, update or replace the Peoplesafe Portal software then to assist Peoplesafe to ensure Users are correctly Registered, paired with Personal Safety Applications, Personal Safety Devices and other Equipment and to ensure mandatory data fields have been correctly completed in the modified, updated or replaced Peoplesafe Portal;
 - (i) ensure each User takes all reasonable care to avoid the activation of false or accidental alarms and to avoid exceeding the number of test calls permitted by Peoplesafe. In the event of three or more false or accidental alarms activated by a User in a month, or if the User exceeds the number of test calls permitted by Peoplesafe in a month, Peoplesafe shall be entitled to levy an additional administrative fee of £50.00 (plus VAT) for that User for the month in question, and to make changes to the settings of the Personal Safety Application, Personal Safety Device or other Equipment for that User or for all of the Customer's Users as Peoplesafe considers appropriate to reduce the number of false or accidental alarms or test calls. In the event of repeated excessive volumes of false or accidental alarms or test calls, this shall be considered a material breach by the Customer of this Agreement for the purpose of clause 10.3 (a) below.
- 8.2 On the termination of the Agreement ensure that Users shall log out of and un-install all Personal Safety Applications from their Mobile Devices and ensure that leased Equipment is returned to Peoplesafe in accordance with clause 10.2, Schedule 1 clause 1.10 and Schedule 1 clause 1.11.
- 8.3 For the avoidance of doubt, the Customer cannot unsubscribe from service-related emails.

9 NOT USED

10 TERMINATION

- 10.1 Any termination or expiry of this Agreement however caused shall not affect:
- any right or liabilities which have accrued prior to the time of termination; or
 - the continuance in force of any provision of the Agreement which expressly or by implication is intended to come into or continue in force after termination including without limitation clause 13 (Liability).
- 10.2 On termination or expiry of this Agreement however caused:
- Peoplesafe shall be entitled to receive payment from the Customer of all Service Charge amounts outstanding at the date of termination including any amounts outstanding in relation to Equipment purchased by the Customer.
 - The Customer shall immediately return to Peoplesafe all Equipment, information and materials in the Customer's possession or under the Customer's control which belong to Peoplesafe. If the Customer fails to do so, then Peoplesafe may by its authorised representatives, without notice and at the Customer's expense, retake possession of the Equipment, information and materials and for this purpose may enter the Customer's site or any premises at which the Equipment, information and materials are located. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping.
- 10.3 Without affecting any other rights and remedies it might have, either party (referred as the "**Innocent Party**") shall be entitled to terminate the Agreement (and, in the case of Peoplesafe, suspend its performance without liability to the Customer) at any time by giving written notice to the other party if the other party:
- commits a material breach of any of its obligations under this Agreement (and, where such breach is capable of remedy, has not been remedied within fifteen days of the date of receipt of a notice from the Innocent Party requiring that the same be remedied). For the purposes of this clause, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Innocent Party would otherwise derive from:
 - a substantial portion of the Agreement; or
 - any of the obligations set out in clauses 6, 8, 11, 12 and 14.4, or in relation to BWC Schedule 3 clause 3, or in relation to PS-Alert Service Schedule 4 clause 2, or in relation to API Service Schedule 5 clause 2, of these Standard Terms & Conditions;
 - has any corporate action, application, order, proceeding or appointment or other step taken or made by or in respect of it for any composition or arrangement with creditors generally, winding-up other than for the purpose of a bona fide scheme of solvent reconstruction or amalgamation, dissolution, administration, receivership (administrative or otherwise) or bankruptcy, or if it is unable to pay its debts as they fall due, or if it ceases to trade or if a distress, execution or other legal process is levied against any of its assets which is not discharged or paid out in full within three Business Days or if any event analogous to any of the foregoing shall occur in any jurisdiction in which the relevant party is incorporated, resident or carries on business.
- 10.4 Peoplesafe shall be entitled to terminate the Agreement (or suspend its performance without liability to the Customer) at any time by giving written notice to the Customer if the Customer fails to make any payment under this Agreement for greater than 90 days of when it is due (and in this case Peoplesafe shall be the "Innocent Party").
- 10.5 On termination of this Agreement carried out under clause 10.3 or clause 10.4 above:
- Where the Innocent Party is the Customer, it shall be entitled to a refund from Peoplesafe of the unexpired portion of the Service Charge paid by the Customer, excluding any amounts in relation to Equipment purchased by the Customer;
 - Where the Innocent Party is Peoplesafe, it shall be entitled to receive payment from the Customer of an amount equal to the aggregate of all future Service Charge payments which would have been payable by the Customer during the unexpired portion of the current Initial Period or Renewal Period of the Agreement.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 All Intellectual Property Rights in the Personal Safety Application, Personal Safety Devices and other Equipment and/or Service and/or Peoplesafe Portal and its APIs shall remain at all times vested in Peoplesafe. No Intellectual Property Rights of Peoplesafe are transferred to the Customer and no licenses to use any Intellectual Property Rights of Peoplesafe are granted to the Customer except as may be necessary for the use of the Service and/or the Peoplesafe Portal and its APIs.
- 11.2 The Customer shall not remove, obscure or otherwise alter or interfere with any of the logos, marks or branding appearing on any of the Equipment or their packaging.
- 11.3 The Customer consents to Peoplesafe using its name, logo or information related to this Agreement for Peoplesafe's case studies.

12 DATA PROTECTION

- 12.1 For the purposes of this clause 12:
- the terms **data controller**, **data processor**, **data subject**, **personal data**, **personal data breach** and **processing** shall have the meaning given to them in the UK GDPR;
 - data controller shall mean the Customer;
 - data processor shall mean Peoplesafe.
- 12.2 Both parties will comply with all applicable requirements of the Applicable Data Protection Laws. This clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 12.3 In relation to the Customer personal data, Schedule 2 Section 1 sets out the scope, nature and purpose of processing, the duration of the processing and the types of personal data and categories of the data subject.
- 12.4 Peoplesafe confirms that it shall comply with its obligations in Schedule 2 Section 2.
- 12.5 The Customer confirms that it shall comply with its obligations in Schedule 2 Section 3 and warrants it has all authority and consents necessary to enable Peoplesafe to process the data in accordance with the Applicable Data Protection Laws for the purposes of this Agreement.
- 12.6 The Customer agrees to indemnify and keep fully indemnified and defend at its own expense Peoplesafe against all costs, claims, fines, penalties, damages and/or expenses incurred by Peoplesafe or for which Peoplesafe may become liable due to:
- any failure by the Customer or its End-Users to comply with the Applicable Data Protection Laws and/or Schedule 2 Section 3 of these Standard Terms and Conditions; or
 - actions or omissions by the Customer or its End-Users which directly or indirectly causes Peoplesafe to be in breach or alleged to breach the requirements of the Applicable Data Protection Laws.

13 LIABILITY

- 13.1 All warranties, conditions, terms and liabilities express or implied, statutory or otherwise, on the part of Peoplesafe, in respect of compliance with descriptions, the quality or the fitness for purpose of the Personal Safety Application, Personal Safety Device or other Equipment and/or the Service which are not expressly set out in the Agreement are excluded except to the extent such exclusion is prohibited or limited by law.
- 13.2 Without prejudice to the other limitations on Peoplesafe's liability in the Agreement, Peoplesafe's liability, however arising, in respect of:
- claims relating to the purchase of Equipment is limited to the price payable under the Agreement for the Equipment giving rise to the claim; and
 - all other claims, both in respect of each claim (or series of claims arising from the same events or circumstances) and in respect of all claims in aggregate which arise in or relate to each Year, is limited to an amount equal to the amount of the Service Charge for the Service (excluding amounts relating to purchase of Equipment, and exclusive of VAT and any other taxes and duties) giving rise to the claim in such Year.
- 13.3 Notwithstanding any other provision of the Agreement, but subject to clause 13.5, Peoplesafe shall have no liability arising out of or in connection with the Agreement, the Personal Safety Application, Personal Safety Device or other Equipment or the Service for (in each case howsoever arising):
- any loss of or damage to profit, revenue, anticipated savings, data, information, use, contract, goodwill, opportunities or business; or
 - any indirect or consequential loss or damage; or
 - any loss or damage arising out of or in connection with any of the circumstances specified in clause 13.6; or
 - any delay or failure to communicate information where the User has communicated with the ARC in a language other than English; or
 - any delay or failure to receive a Signal or a User's GPS position arising out of or in connection with circumstances beyond Peoplesafe's reasonable control (including (without limitation) any failure arising out of or in connection with geographic or atmospheric conditions, the proximity of GSM radio masts to the User or a blockage or failure of the GSM network); or
 - any non-availability of the Peoplesafe Portal, the API Service, the PS Alert Service, the International Service or the Peoplesafe National

Response Service where such non-availability is temporary, or arises out of or in connection with circumstances beyond Peoplesafe's reasonable control; or

- (g) any delay or failure due to delay, missing, or malformed data originating from the Customer's own IT systems which are communicated to Peoplesafe via the Peoplesafe Portal APIs.
- 13.4 The term **HOWSOEVER ARISING** when used or referred to in this clause 13 shall cover all causes and actions giving rise to liability of Peoplesafe arising out of or in connection with the Agreement, the Personal Safety Application, the Personal Safety Devices or other Equipment and/or Service:
- (a) whether arising by reason of any misrepresentation (whether made prior to and/or in the Agreement), negligence, breach of statutory duty, other tort, repudiation, renunciation or other breach of contract, restitution or otherwise;
 - (b) whether arising under any indemnity;
 - (c) whether caused by any total or partial failure or delay in supply of the Personal Safety Application, Personal Safety Devices or other Equipment and/or Service or by any defect in hardware, software or materials; and
 - (d) whether deliberate (but not with malicious intent) or otherwise, however fundamental the result.
- 13.5 The exclusions and limitations of liability contained in these terms and in the Agreement shall apply regardless of whether the loss or damage was foreseeable or whether the Customer notifies Peoplesafe of the possibility of any greater loss or damage but no such exclusion or limitation shall apply to the extent that such liability cannot be limited by law including liability for death or personal injury caused by negligence; or fraud or fraudulent misrepresentation.
- 13.6 The Customer shall at all times indemnify Peoplesafe against all claims, demands, costs (including legal costs on a full indemnity basis), expenses, losses and liabilities incurred by Peoplesafe where the Customer or its Users:
- a) commits any fraud (including but not limited to fraudulent misrepresentation);
 - b) causes death or personal injury by their own negligence;
 - c) breaches any obligations implied by Section 12 of the Sale of Goods Act;
 - d) has provided to Peoplesafe any inaccurate and/or incomplete information, including (without limitation) inaccurate and/or incomplete information provided on Registration or subsequently in the Peoplesafe Portal, including via its APIs, or any other inaccurate and/or incomplete information provided in relation to Users;
 - e) has misused Equipment including (without limitation) any use of such equipment that is not in accordance with instructions supplied by Peoplesafe and/or the manufacturer of the equipment;
 - f) has committed any breach of the User Manual;
 - g) has used the Personal Safety Application, Personal Safety Devices or other Equipment for any purpose which is not lawful or which is outside the scope of this Agreement; and
 - h) has caused loss of or damage to Equipment which is owned by Peoplesafe.

14 GENERAL TERMS

- 14.1 **FORCE MAJEURE.** Neither party shall be in breach of this Agreement to the extent that it is prevented from performing its duties and obligations under this Agreement directly as a result of any event beyond its reasonable control including act of God, governmental regulation, fire, war, terrorist activity or civil commotion (each an **EVENT OF FORCE MAJEURE**). If an Event of Force Majeure continues for more than a period of 30 days Peoplesafe shall be entitled at its discretion to perform, suspend performance of, and/or terminate the Agreement.
- 14.2 **ENTIRE AGREEMENT.** These terms, together with those set out in the Agreement, constitute the entire agreement and understanding of the parties and supersede any previous agreement or understanding between the parties with respect to the arrangements contemplated by or referred to in these terms and the Agreement. Each of Peoplesafe and the Customer acknowledges and agrees that:
- (a) in entering into the Agreement it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made), or understanding of any person (whether party to the Agreement or not) which is not expressly set out in these terms and/or the Agreement; and
 - (b) the only remedy available to it for breach of any statement, representation or other term that is expressly set out in the Agreement shall be for breach of contract under the terms of the Agreement.
- 14.3 **ASSIGNMENT.** Peoplesafe may at any time assign, novate (and the Customer hereby gives its irrevocable consent to any novation), transfer, charge or deal in any other manner with any of its rights hereunder, and may sub-contract any or all of its obligations under the Agreement. The Customer shall not assign, novate, transfer, charge, hold on trust for another or deal in any other manner with any of its rights or obligations under the Agreement, or purport to do so, or sub-contract any or all of its obligations under the Agreement without the prior written consent of Peoplesafe in its absolute discretion.
- 14.4 **CONFIDENTIALITY.** Neither party shall without the prior written consent of the other party (during and after termination of the Agreement) use (other than in the performance of the Agreement) or disclose to any other person any confidential information of the other party, except that any obligations contained in this clause shall not prevent any disclosure of confidential information which is required by law, court order or any legal or regulatory authority, which is required to comply with the rules of any relevant stock exchange, or disclosure to a party's professional advisors, acting in their capacity as such.
- 14.5 **THIRD PARTY RIGHTS.** No third party, other than Peoplesafe's agent or subcontractor, shall be entitled to enforce the provisions of this Agreement pursuant to the Contract (Rights of Third Parties) Act 1999.
- 14.6 **NOTICES.** The respective addresses for service of notices under this Agreement shall be as specified in the Order Form and all notices and other communications under this Agreement shall be made by hand, courier, or first class pre-paid mail (either recorded delivery or registered) and will be deemed to have been communicated upon the date of actual delivery, provided that the parties may agree to serve notices by ordinary first class pre-paid mail, email, and provided further that Peoplesafe's provision of a notice shall be deemed served if issued by Peoplesafe as an electronic communication within the Peoplesafe Portal.
- 14.7 **NO WAIVER.** No failure or delay by either party to exercise any right, power or remedy shall operate as a waiver of that right, power or remedy nor shall any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 14.8 **CAPACITY.** Each party warrants and represents to the other that it has full authority power and capacity to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.
- 14.9 **SEVERANCE.** Any provision of this Agreement which is held invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms hereof.
- 14.10 **REMEDIES.** No right or remedy conferred by either party is exclusive of any other right or remedy contained in this Agreement or as the law may provide, but each shall be cumulative of every right or remedy given in this Agreement now or hereafter existing and may be enforced concurrently therewith or from time to time.
- 14.11 **RELATIONSHIP.** Nothing in this Agreement shall constitute or imply, or be deemed to constitute or imply, any partnership, joint venture, agency, fiduciary relationship or other relationship between the parties other than the contractual relationship expressly provided for in this Agreement. Nothing in this Agreement shall be deemed to constitute either party the agent of the other party, and neither party shall have, nor represent that it has, any authority to make any commitments on the other party's behalf.
- 14.12 **COUNTERPARTS.** This Agreement may be entered into in any number of counterparts and by the parties to it on separate counterparts, each of which when so executed and delivered shall be an original.
- 14.13 **DISPUTE RESOLUTION.** All disputes arising out of or in connection with the Agreement shall to the extent possible be settled amicably by negotiation between the parties within thirty (30) days from the date of written notice by either party of the existence of such a dispute. If the dispute is not resolved in accordance within thirty (30) days thereof, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (ADR notice) to the other party requesting the mediation. A copy of the request should be sent to CEDR Solve. The mediation will start not later than sixty (60) days after the date of the ADR notice. No party may commence any court proceedings in relation to any

dispute arising out of the Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

- 14.14 **GOVERNING LAW.** This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 14.15 **JURISDICTION.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

SCHEDULE 1 - EQUIPMENT

The following terms in Schedule 1 shall apply if the Order Form specifies that Peoplesafe will provide Equipment to the Customer.

- i) Clause 1 shall apply where the Order Form specifies that Equipment is leased from Peoplesafe.
- ii) Clause 2 shall apply where the Order Form specifies that the Customer has purchased the Equipment from Peoplesafe.
- iii) Clause 3 refers to Warranty and Replacement for Equipment
- iv) Clause 4 refers to Replacement charges for Equipment.

1 LEASED EQUIPMENT

- 1.1 The Equipment shall at all times remain the property of Peoplesafe, and the Customer shall have no right, title or interest in or to the Equipment (save the right to possession and use of the Equipment subject to the terms and conditions of this Agreement for the Equipment Lease Period).
- 1.2 Where stated in the Order Form that a deposit is payable for the Equipment (the "Deposit") then the Customer shall pay the Deposit to Peoplesafe.
 - i) The Deposit is a deposit against default by the Customer of payment of any Service Charges or any loss of or damage to the Equipment. If the Customer fails to pay any Service Charges by the date when they fall due or causes any loss or damage to Equipment (in whole or in part), Peoplesafe shall be entitled to apply the Deposit against such default, loss or damage. The Customer shall pay to Peoplesafe any sums deducted from the Deposit within ten Business Days of a demand for the same.
 - ii) The Deposit (or remaining balance of the Deposit) shall be refundable within ten Business Days of the end of the Equipment Lease Period.
 - iii) No interest will be accrued or payable on the Deposit.
- 1.3 The Customer shall pay to Peoplesafe the Service Charge specified in the Order Form for the lease of the Equipment.
- 1.4 The Customer shall not sell or offer for sale, assign, mortgage, pledge, sub-let or lend out the Equipment or in any way part with the Equipment or any interest therein and shall keep the Equipment in its own possession legal and physical and under its control and shall prevent the creation of any charge or lien thereon.
- 1.5 Peoplesafe shall be entitled to decide the method of carriage for delivery. If the Customer requests a particular method of carriage for delivery, it shall be liable for any damage caused to the Equipment and any additional charges, costs and expenses incurred by Peoplesafe in arranging for carriage by this different method.
- 1.6 Peoplesafe shall use reasonable endeavours to deliver the Equipment to the Delivery Address by the agreed delivery dates or, if no delivery dates are agreed, within a reasonable time. All delivery dates and times are estimates only and time shall not be of the essence in respect of these. Peoplesafe shall not be liable for any matter arising from late delivery or non-delivery.
- 1.7 Risk of loss or damage to the Equipment shall pass to the Customer from the Delivery Time.
- 1.8 The Customer shall take all reasonable and proper care of the Equipment and keep it in good and serviceable condition (reasonable fair wear and tear excepted) and shall indemnify Peoplesafe against loss of or damage to the Equipment (including all replacement costs) howsoever caused.
- 1.9 The Customer shall, at its own expense and throughout the period of use, be responsible for insuring the Equipment against all loss or damage, in an amount equal to its new replacement value.
- 1.10 On termination of the Agreement, or if earlier at the end of the Equipment Lease Period, the Customer shall return the Equipment to Peoplesafe at the Customer's expense. Returned Equipment should be:
 - i) in good condition and working order (reasonable fair wear and tear only excepted); and
 - ii) any trademarks or labels on the Equipment, not intended to be removable, have not been removed, damaged, or obscured; and
 - iii) returned to Peoplesafe within 30 days of the end date of the Equipment Lease Period, or if earlier, within 30 days of the date of termination of the Agreement.
- 1.11 In the event that Equipment is not returned in accordance with clause 1.10 of Schedule 1 above, then the Customer agrees to accept responsibility for the loss, damage or non-return howsoever caused, and agrees to pay Peoplesafe the replacement cost of the Equipment as set out in Schedule 1 clause 4. Peoplesafe shall have no obligation to offer refunds or credit notes for Equipment that is returned after Peoplesafe has issued an invoice for the replacement cost. In the event of dispute regarding the return of Equipment, it is the responsibility of the Customer to provide proof of delivery of the Equipment to Peoplesafe's address on the relevant date.
- 1.12 If at any time the Customer agrees to lease additional Equipment not specified in the Order Form, the parties will agree a new Order Form specifying the Equipment Lease Period and Service Charge which will apply to the additional Equipment.
- 1.13 The Customer agrees that during the term of this Agreement that Peoplesafe shall have the right, from time to time, to make such changes to any of the Equipment settings as it considers appropriate in order to carry out the Service.

2 PURCHASED EQUIPMENT

- 2.1 The price for the Equipment will be as stated in the Order Form and will be payable in accordance with clause 6.
- 2.2 Equipment prices exclude Delivery Charges. Delivery Charges shall be charged in addition to the Equipment price.
- 2.3 In the event that the Customer amends their instructions or adds additional instructions for delivery of the Equipment after the date of the Agreement, then Peoplesafe reserves the right to increase the price of the Equipment and/or the Delivery Charges by the amount of any additional costs incurred by Peoplesafe.
- 2.4 If the Customer fails to make any payment relating to Equipment when due, without affecting any other rights which it may have, Peoplesafe shall be entitled to re-sell or re-hire any Equipment not yet delivered to the Customer and/or demand the return of any Equipment which remains in the ownership of Peoplesafe.
- 2.5 Peoplesafe shall be entitled to decide the method of carriage for delivery. If the Customer requests a particular method of carriage for delivery, it shall be liable for any damage caused to the Equipment and any additional charges, costs and expenses incurred by Peoplesafe in arranging for carriage by this different method.
- 2.6 Peoplesafe shall use reasonable endeavours to deliver the Equipment to the Delivery Address by the agreed delivery dates or, if no delivery dates are agreed, within a reasonable time. All delivery dates and times are estimates only and time shall not be of the essence in respect of these. Peoplesafe shall not be liable for any matter arising from late delivery or non-delivery.
- 2.7 Risk of loss or damage to the Equipment shall pass to the Customer from the Delivery Time.
- 2.8 Where the Customer notifies Peoplesafe of any non-delivery of, or defects or shortages in, the Equipment, Peoplesafe's only liability shall be as soon as reasonably practicable to, at its sole option, repair or replace defective Equipment, make good any shortages, or to refund to the Customer the purchase price paid for the Equipment.
- 2.9 Title to the Equipment shall pass to the Customer on receipt by Peoplesafe in full of the price (including VAT) for the Equipment under the Agreement. Until title to the Equipment has passed to the Customer the Customer shall hold such Equipment as a fiduciary of Peoplesafe. In the event that any payment for all or any Equipment is overdue or is likely to remain unpaid, the Customer hereby irrevocably grants the right to Peoplesafe to enter any premises occupied by the Customer and to remove all or any Equipment of Peoplesafe which are in the Customer's possession.
- 2.10 If at any time the Customer agrees to purchase, and Peoplesafe agrees to sell, additional Equipment to the Customer not specified in the Order Form, the parties will agree a new Order Form specifying the additional Equipment and the Equipment prices.
- 2.11 The Customer agrees that during the term of this Agreement, and notwithstanding whether Title to the Equipment has passed to the Customer, that Peoplesafe shall have the right, from time to time, to make such changes to any of the Equipment settings as it considers appropriate in order to carry out the Service.

3 WARRANTY AND REPLACEMENT

- 3.1 If the Customer finds a material defect in the Equipment during the Equipment Warranty Period, and provided that the defect did not result from:
- i) any misuse, neglect or mishandling of the Equipment by End-Users; or
 - ii) any failure by End-Users to comply with the User Manual or other instructions provided by Peoplesafe; or
 - iii) any information provided by End-Users; or
 - iv) any modification or alteration by any person other than Peoplesafe's authorised personnel; or
 - v) any loss or damage, howsoever caused,
- and provided that the Customer:
- vi) informs Peoplesafe as soon as is reasonably practicable after the defect was discovered, and in all cases before the end of the Equipment Warranty Period; and
 - vii) proceeds as instructed by Peoplesafe (including where instructed to ensure the prompt return of the Equipment, at the Customer's expense, of the Equipment claimed to be defective).
- then Peoplesafe will carry out any investigation required to confirm the Equipment is defective, and in the event the Equipment is defective and the defect is directly attributable to defective material, workmanship or design by the manufacturer then as soon as is reasonably practicable, at Peoplesafe's sole option, either:
- (a) change settings of the Equipment to rectify the problem; or
 - (b) repair the Equipment; or
 - (c) replace the defective Equipment (for Equipment where the warranty is provided directly by Peoplesafe); or
 - (d) assist the Customer to claim under a third party warranty (for Equipment where the warranty is provided by a third party).
- 3.2 Where repair or replacement of Equipment is not covered by Schedule 1 clause 3.1, for example due to loss or damage by a User, or a defect arising later than the end of the Equipment Warranty Period, then Peoplesafe can arrange for replacement, subject to availability of the product and chargeable to the Customer. Equipment replacement costs will be as set out in Schedule 1 clause 4.

4 EQUIPMENT REPLACEMENT CHARGES

- 4.1 Replacement charges for Equipment (price excluding VAT):

<i>Type of Equipment</i>	<i>Charge to Customer</i>
Peoplesafe supplied 2G Personal Safety Devices (including 2G MicroSOS, MySOS, Microguard)	£120 per device
Peoplesafe supplied 4G Personal Safety Devices (including 4G MicroSOS, MySOS, Microguard)	£175 per device
Third party supplied Personal Safety Devices (including TWIG, SPOT, BWC)	Manufacturer's sales price per device
Accessories	Peoplesafe's sales price per product

SCHEDULE 2 – DATA PROTECTION TERMS

The following terms in Schedule 2 shall apply as laid out in clause 12.

1 INTRODUCTION

- 1.1 The parties have agreed that the scope of the processing activities taking place under the Agreement includes:
- (a) using a Mobile Device's GPS functionality to determine its location, and tracking and recording location and other information about the Mobile Device for the purpose of providing the Service;
 - (b) upon alarm activation, taking audio recordings and describing details about the User, the location of the Mobile Device, and other details known to Peoplesafe to nominated contact(s) and/or emergency authorities;
 - (c) in the case of BWC, taking video recordings;
 - (d) storing and making available to the Customer live and historic reporting of information related to the Service.
- 1.2 Categories of data subjects may include as applicable:
- (a) End-Users;
 - (b) Persons under supervision and/or support of the Customer.
- 1.3 The types of personal data that may be processed include but are not limited to those types listed in the table below. Mandatory data types are required for Peoplesafe to provide the Service. Non-mandatory data types are available if required.

Personal Data Type	Mandatory Data Type
First name	Yes
Last name	Yes
Contact Details	Yes
Phone number	Yes
Email	Yes
Job title	
GPS location	Yes
Details of incidents / alarms	Yes
Audio Recordings	Yes
Video Recordings	Yes (in the case of BWC)
Username and Password	Yes (if login to Peoplesafe Portal is required)
Address	Yes (if required for delivery of Equipment)
DOB	
Photograph	
Signature	
Gender	
Sex assigned at birth	Yes (applicable to Escalation contacts)
Physical Description	
Medical Info including Blood Type	
Employee Number	
Car Registration	

2 PEOPLESafe OBLIGATIONS

- 2.1 Peoplesafe agrees:
- (a) to use personal data only in so far and for so long as is necessary for the purpose of carrying out its obligations under the Agreement;
 - (b) to only process or disclose personal data upon written instructions from the Customer unless otherwise required by law (and Peoplesafe will notify the Customer if it is required by law to process personal data unless that law prohibits such information on important grounds of public interest);
 - (c) to take all appropriate and reasonable technical and organisational measures to protect personal data in accordance with Applicable Data Protection Laws and as approved by the Customer;
 - (d) to keep the personal data separate from all other data held by it as Data Processor;
 - (e) not to transfer personal data outside the UK without the prior written consent of the Customer;
 - (f) to ensure that only such of its employees who may be required to assist it in meeting its obligations under this Agreement shall have access to the personal data, and ensure such employees are subject to an obligation of confidentiality and have undergone training in the care and handling of personal data;
 - (g) to promptly notify the Customer of any communication from a data subject regarding the processing of their personal data, including but not limited to a subject access request, of any communication from the Information Commissioner or other regulatory authority in connection with personal data relevant to the Customer, or of any complaint or other communication related to compliance with Applicable Data Protection Laws in connection with personal data relevant to the Customer;
 - (h) subject to the nature of the processing taking place under the Agreement and the information available to Peoplesafe, to use its reasonable endeavours to:
 - (i) assist the Customer in meeting its obligations under Applicable Data Protection Laws in relation to the security of processing, the notification of personal data breaches under Applicable Data Protection Laws and, to the extent reasonably required, data protection impact assessments;
 - (ii) assist the Customer in complying with data subjects' rights under Applicable Data Protection Laws; and
 - (iii) allow for and contribute to any audits and inspections required under the terms of the Agreement or conducted by a regulator relating to Peoplesafe's data protection obligations under the Agreement;
 - (i) on reasonable request by the Customer, to provide the Customer with a copy of personal data held by it as Data Processor;
 - (j) to promptly comply with any request from the Customer to amend, transfer or delete personal data;
 - (k) to cease processing the personal data immediately upon the termination or expiry of the Agreement and at the Customer's option either return, or securely delete the personal data (unless required otherwise by law);
 - (l) to designate a data protection officer where required to do so;
 - (m) to flow down to any sub-processors (as defined in Applicable Data Protection Laws and to the extent applicable given the nature and type of processing in question) the same or similar protections with regard to the processing of personal data as are applicable between Peoplesafe and Customer as set out in the Agreement;
 - (n) to notify the Customer immediately within two (2) business days if it becomes aware (actual or perceived) of any unauthorised or unlawful processing, loss of, theft, damage to or destruction of any personal data and to investigate the breach and provide such report to the Customer regarding the breach within two (2) business days of such breach; and
 - (o) upon reasonable written notice, to make available to the Customer information necessary to demonstrate Peoplesafe's compliance with the data protection obligations set out in the Agreement.

3 CUSTOMER OBLIGATIONS

3.1 The Customer agrees:

- (a) as data controller, that the Customer shall have primary responsibility for managing data subject rights and all communications with the data subject shall be made by the Customer;
- (b) it will only issue lawful instructions to Peoplesafe with regard to the processing of personal data;
- (c) it will ensure that all necessary permissions, consents and authorisations to enable Peoplesafe to process the personal data in accordance with the Customer's instructions have been fully and properly obtained from data subjects before providing Peoplesafe with those instructions;
- (d) it will notify Peoplesafe immediately if any necessary permissions, consents or authorisations to process personal data are withdrawn and agree that Peoplesafe shall not be liable for any failure to perform its obligations under the Agreement if those obligations are dependent upon Peoplesafe processing the personal data;
- (e) that the way in which Peoplesafe shall meet its responsibilities described in clause 2 of Schedule 2 above (with regard to security of processing) is in accordance with the technical and organisational measures set out in the Agreement and/or otherwise confirmed in writing by Peoplesafe to the Customer. The Customer confirms that it approves those technical and organisational measures as being suitable for the purposes of the Agreement and agrees that Peoplesafe shall be entitled to amend these from time to time, as it considers appropriate, with any changes providing at least equivalent protection;
- (f) that Peoplesafe is entitled to engage and replace any third party to assist it in meeting its obligations under the Agreement and, where such third party is a processor or sub-processor of personal data, including for the purpose of data storage or cloud hosting of data storage, the Customer acknowledges that this constitutes the Customer's prior general written authorisations as determined by Applicable Data Protection Laws.
- (g) that where the Order Form specifies Peoplesafe will provide International Services, that Peoplesafe is entitled to transfer personal data outside of the UK for the purpose of providing the International Services, and the Customer acknowledges that this constitutes the Customer's prior general written authorisations as determined by Applicable Data Protection Laws.

SCHEDULE 3 – BODY WORN AND IN-VEHICLE CAMERAS / DASHCAMS ADDITIONAL TERMS

The following terms in Schedule 3 shall apply if the Order Form specifies that Peoplesafe will provide body worn or in-vehicle cameras or dashcams to the Customer (referred to collectively as **"BWC"**). Note the terms in Schedule 1 also apply where BWC are provided to the Customer.

1. BWC DELIVERY

- 1.1 The Customer shall procure that a duly authorised representative of the Customer shall be present at the time that the BWC are delivered to the Customer's premises. Acceptance of delivery by such representative shall constitute conclusive evidence that the Customer has examined the BWC and has found it to be in good condition, complete and fit in every way for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection).
- 1.2 If the Customer fails to accept delivery of the BWC, then, except where such failure is caused by Peoplesafe's failure to comply with its obligations under this agreement:
 - (a) the BWC shall be deemed to have been delivered at the Delivery Time; and
 - (b) Peoplesafe shall store the BWC until delivery takes place and charge the Customer for all related costs and expenses (including insurance).

2. BWC RISK AND INSURANCE

- 2.1 The BWC shall remain at the sole risk of the Customer from Delivery Time until such time as the transfer of physical possession of the BWC back to Peoplesafe at its premises (the **"BWC Risk Period"**).
- 2.2 In addition to clause 1.9 of Schedule 1, the Customer shall, at its own expense, obtain and maintain the following insurances during the BWC Risk Period:
 - (a) insurance of the BWC to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Peoplesafe may from time to time nominate in writing;
 - (b) insurance for such amounts as a prudent owner or operator of the BWC would insure for, or such amount as Peoplesafe may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the BWC; and
 - (c) insurance against such other or further risks relating to the BWC as may be required by law, together with such other insurance as Peoplesafe may from time to time consider reasonably necessary and advise to the Customer in writing.
- 2.3 The Customer shall give immediate written notice to Peoplesafe in the event of any loss, accident or damage to the BWC arising out of or in connection with the Customer's possession or use of the BWC.
- 2.4 If the Customer fails to effect or maintain any of the insurances required under this Agreement, Peoplesafe shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 2.5 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Peoplesafe and proof of premium payment to Peoplesafe to confirm the insurance arrangements.

3. BWC CUSTOMER RESPONSIBILITIES

- 3.1 The Customer shall during the Equipment Lease Period:
 - (a) ensure that the BWC is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;
 - (b) take such steps (including compliance with all safety and usage instructions provided by Peoplesafe) as may be necessary to ensure, so far as is reasonably practicable, that the BWC is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - (c) maintain at its own expense the BWC in good and substantial repair in order to keep it in as good an operating condition as it was at the Delivery Time (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the BWC;
 - (d) make no alteration to the BWC and shall not remove any existing component (or components) from the BWC unless to comply with any
 - (e) mandatory modifications required by law or any regulatory authority or unless the component (or components) is (or are) replaced immediately (or if removed in the ordinary course of repair and maintenance as soon as practicable) by the same component or by one of a similar make and model or an improved or advanced version of it. Title and property in all substitutions, replacements, renewals made in or to the BWC shall vest in Peoplesafe immediately on installation;
 - (f) keep Peoplesafe fully informed of all material matters relating to the BWC;
 - (g) permit Peoplesafe or its duly authorised representative to inspect the BWC at all reasonable times and for such purpose to enter on the site or any premises at which the BWC may be located, and shall grant reasonable access and facilities for such inspection;
 - (h) maintain operating and maintenance records of the BWC and make copies of such records readily available to Peoplesafe, together with such additional information as Peoplesafe may reasonably require;
 - (i) not, without the prior written consent of Peoplesafe, part with control of (including for the purposes of repair or maintenance), sell or offer
 - (j) for sale, underlet or lend the BWC or allow the creation of any mortgage, charge, lien or other security interest in respect of it;
 - (k) not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Peoplesafe in the BWC;
 - (l) not suffer or permit the BWC to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the BWC is so confiscated, seized or taken, the Customer shall notify Peoplesafe and the Customer shall at its sole expense use its best endeavours to procure an immediate release of the BWC and shall indemnify Peoplesafe on demand against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
 - (m) not use the BWC for any unlawful purpose;
 - (n) ensure that at all times the BWC remains identifiable as being Peoplesafe's property and wherever possible shall ensure that a visible sign to that effect is attached to the BWC;
 - (o) deliver up the BWC at the end of the Equipment Lease Period at such address as Peoplesafe requires, or if necessary, allow Peoplesafe or its representatives access to the site or any premises where the BWC is located for the purpose of removing the BWC; and
 - (p) not do or permit to be done anything which could invalidate the insurances referred to in clause 2.2 of Schedule 3 above.
- 3.2 The Customer acknowledges that Peoplesafe shall not be responsible for any loss of or damage to the BWC arising out of or in connection with any negligence, misuse, mishandling of the BWC or otherwise caused by the Customer or its officers, employees, agents and contractors, and the Customer shall indemnify Peoplesafe in full against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Peoplesafe arising out of, or in connection with any failure by the Customer to comply with the terms and conditions given in this Agreement.

4. BWC WARRANTY

- 4.1 Peoplesafe warrants that the BWC shall substantially conform to the manufacturer's specification, be of satisfactory quality and fit for any purpose held out by Peoplesafe.
- 4.2 Further to clause 3.1 of Schedule 1, in so far as a defect in BWC is caused by components which were not manufactured or produced by Peoplesafe, the Customer shall be entitled only to such warranty or other benefit as Peoplesafe has received from the manufacturer.
- 4.3 If following a claim under a manufacturer's warranty the defect in the BWC remains un-remedied, then at the Customer's request Peoplesafe shall accept the return of part or all of the BWC and make an appropriate reduction to the Service Charge payable during the remaining Equipment Lease Period and, if relevant, return any Deposit (or any part of it).

SCHEDULE 4 – PS-ALERT SERVICE and TEAM BROADCAST SERVICE ADDITIONAL TERMS

The following terms in:

- i) Schedule 4 clauses 1 to 3 shall apply if the Order Form specifies that Peoplesafe will provide the Team Broadcast Service to the Customer; and
- ii) Schedule 4 clauses 1 to 5 shall apply if the Order Form specifies that Peoplesafe will provide the PS-Alert Service to the Customer.

1. MESSAGING SERVICE AGREEMENT

- 1.1. Each Order Form relating to the PS-Alert Service or the Team Broadcast Service (either being the “**Messaging Service**”) will form a separate Agreement between you as the Customer and us as Peoplesafe. These Standard Terms and Conditions shall apply to each Agreement. Each Agreement may be separately terminated according to the terms of the Agreement.

2. MESSAGING CUSTOMER RESPONSIBILITIES

- 2.1. The Customer shall be responsible for the content of all PS-Alert and Team Broadcast messages sent by its End-Users.
- 2.2. The Customer shall throughout this Agreement ensure that:
 - a) End-Users do not use the Messaging Service for unlawful purposes, including (but not limited to) the transmission of material that is defamatory, or which infringes on the intellectual property rights of any third party;
 - b) Passwords for the purpose of accessing or using the Messaging Service are kept confidential, are changed regularly, are kept at an appropriate level of complexity that they cannot reasonably be guessed, and are not revealed to any third party;
 - c) Should it have, or suspect to have, any breach of password security or unauthorised access relating to the Messaging Service it will inform Peoplesafe immediately;
 - d) End-User Equipment is suitable to operate the Messaging Service, is configured to allow the Messaging Service to operate correctly and securely, and that no other application or service installed on the Equipment restricts the security, performance or operation of the Messaging Service;
 - e) End-User Equipment has access to a suitable data network and sufficient battery capacity required to carry out the Messaging Service.

3. MESSAGING PEOPLESAFE RESPONSIBILITIES

- 3.1. Peoplesafe shall not be responsible for any breach of the Customer responsibilities set out in Schedule 4 clause 2 above or for any unreliability, impairment or failure of the Messaging Service due to the limitations referred to in Schedule 4 clauses 3.2 and 3.3 below.
- 3.2. The Customer acknowledges that the Messaging Service may be unreliable, impaired or fail beyond Peoplesafe's reasonable control due to the Customer using Pay-As-You-Go Sims in End-User Equipment.
- 3.3. The Customer acknowledges that software and telecommunications services required for the operation of the Messaging Service are not guaranteed to be entirely free from defects and that their operation is not guaranteed to be entirely error free, and such defects and errors may cause the Messaging Service to be unreliable, impaired or fail beyond Peoplesafe's reasonable control.

4. PS-ALERT DATA PROTECTION

- 4.1. The Customer acknowledges that the PS-Alert Service is owned, controlled and managed by a third party and duly authorises the third party to process personal data as a sub-processor on behalf of Peoplesafe according to the terms of this Agreement.

5. PS-ALERT SUSPENSION AND TERMINATION OF SERVICE

- 5.1. Peoplesafe has the right to immediately and without notice suspend the operation of the PS-Alert Service without liability to the Customer if it reasonably believes that the PS-Alert Service is being used by the Customer or its End-Users in breach of the terms and conditions in this Agreement, or if there is any breach of password security or unauthorised access relating to the PS-Alert Service.
- 5.2. Peoplesafe has the right to terminate this Agreement in the event of the termination of Peoplesafe's license with the owner of the PS-Alert Service in which event Peoplesafe will refund the unexpired portion of the Service Charge paid by the Customer in relation to the PS-Alert Service.

SCHEDULE 5 – API SERVICE ADDITIONAL TERMS

The following terms in Schedule 5 shall apply if the Order Form specifies that Peoplesafe will provide API Services to the Customer.

1 API IMPLEMENTATION

- 1.1 The APIs are provided for the purpose of the Peoplesafe Portal providing data that it holds in relation to the Service on an automated basis to the Customer's own IT systems which the Customer may use for their own internal purposes, and for the Peoplesafe Portal to receive data from the Customers' own IT systems which the Peoplesafe Portal uses to carry out certain functions in relation to the Service on an automated basis (the provision or receipt of data between the Peoplesafe Portal and the Customer's own IT systems being the **"Interface"**).
- 1.2 Prior to implementation Peoplesafe will provide the technical specifications of the APIs (the **"Specifications"**) to the Customer which detail the data which can be provided by and received by the Peoplesafe Portal, the necessary formats of that data and any other technical requirements for the Interface.

2 API CUSTOMER RESPONSIBILITIES

- 2.1 The Customer is responsible, at their sole expense, for configuring, developing and maintaining their own IT systems, including where relevant middle-ware (together the **"Customer Systems"**) in order to meet the Specifications for the Interface, including any changes to the Specifications during the term of the Agreement.
- 2.2 The Customer is responsible for ensuring that data submitted to the Interface by the Customer Systems (the **"Customer Data"**) meets the Specifications, including that the Customer Data is in the correct format and within the recommended submission frequency range.
- 2.3 The Customer is responsible for data submitted to the Interface by the Peoplesafe Portal (the **"PS Portal Data"**) from the instant that the PS Portal Data is read or available to be read via the Interface.
- 2.4 The Customer is responsible to put in place adequate cyber security protection within the Customer Systems to ensure that the Interface is protected from cyber security attack which may compromise the access to or use of the Interface (for example, to protect from overwhelming the Interface with an abnormal volume of data or requests for data, or from fraudulent requests for PS Portal Data). In the event of a cyber security attack originating from the Customer Systems, the Customer shall:
 - (a) Immediately notify Peoplesafe of the attack; and
 - (b) Indemnify Peoplesafe for all costs associated with blocking, rectifying or mitigating the attack.
- 2.5 On termination of the Agreement, the Customer will ensure the Customer Systems cease submitting Customer Data or requesting to receive PS Portal Data from the Interface.

3 API PEOPLESafe RESPONSIBILITIES

- 3.1 Peoplesafe shall provide the API Services with reasonable care and skill and in accordance with Good Industry Practice.
- 3.2 Peoplesafe shall use its reasonable endeavours to:
 - (c) provide reasonable technical support of up to 3 hours to Customers to understand the Specifications. Where the Customer requests in excess of 3 hours of support, Peoplesafe reserves the charge for technical support, which will be agreed with the Customer in writing in advance;
 - (d) ensure the API Service Interface is available to access and use by the Customer, subject to that Peoplesafe provides the API Service Interface on an "as-is" basis and makes no representations or warranties that access to or use of the API Service Interface will be uninterrupted or error-free;
 - (e) provide the Received Data from the Peoplesafe Portal to the Interface on an automated basis according to the data format and submission frequency range per the Specifications;
 - (f) receive the Submitted Data from the Interface according to the Specifications and carry out the expected functionality resulting from the Submitted Data on an automated basis within the Peoplesafe Portal.
- 3.3 Where technical changes are required to the Specifications over time, Peoplesafe will endeavour to provide 60 days notice of any such changes to the Customer. The Customer acknowledges that where urgent technical changes are required for Peoplesafe to deliver the API services or to maintain cyber security or to protect personal data then Peoplesafe may not be able to provide such notice.
- 3.4 Peoplesafe shall not be responsible for:
 - (a) any use of the APIs by the Customer for a purpose other than in relation to the Service;
 - (b) configuration or development of the Customer Systems in order to meet the Specifications for the Interface;
 - (c) temporary downtime, bugs or errors of the API Service Interface;
 - (d) provision of the PS Portal Data other than in accordance with the Specifications;
 - (e) Customer Systems not reading the PS Portal Data, or not reading the PS Portal Data correctly or in a timely manner, or for any action or inaction that the Customer or Customer Systems take based on the PS Portal Data, including any failure to protect personal data in accordance with Applicable Data Protection Laws;
 - (f) Failure to complete, or inaccuracy or delay in completion of expected automated functionality within the Peoplesafe Portal where the Customer Data is not in accordance with the Specifications;
 - (g) Any failure, error or delay to the Service provided by Peoplesafe due to failure, inaccuracies or delay in the Customer Data, or the Customer Data not being provided in accordance with the Specifications.
 - (h) Suspension or termination of the API Service or the Service due to the Customer not fulfilling their responsibilities in Schedule 5 Clause 2 above.

4 API CHARGES, SUSPENSION AND TERMINATION OF SERVICE

- 4.1 The Customer shall pay the API charges as agreed in the Sales Order.
- 4.2 The Customer acknowledges that the API charges are based on fair usage levels, and based on expectation that Customer Data is submitted in accordance with the Specifications. If API usage exceeds fair usage levels, for example if data frequency is materially above the recommended submission frequency range, or if the Customer repeatedly submits Customer Data that is not in accordance with the Specifications, then Peoplesafe reserves the right to:
 - (a) invoice the Customer for the value of the API data charges in full, or for any costs incurred arising from the receipt of Customer Data not in accordance with the Specifications; and/or
 - (b) suspend the provision of the API Service or the Service; and/or
 - (c) terminate the Agreement.

In these circumstances Peoplesafe will use reasonable endeavours to notify the Customer of the excess usage or the repeated submission of Customer Data not in accordance with the Specifications, and Peoplesafe accepts no liability for the non-availability of the API Service or the Service due to such suspension or termination.
- 4.3 If Peoplesafe suspects a cyber security attack which it believes may compromise the access to or use of the Interface then Peoplesafe reserves the right immediately and without notice to:
 - (a) suspend the provision of the API Service or the Service; and/or
 - (b) take any action required to block, rectify or mitigate the attack.

Where Peoplesafe reasonably suspects such cyber-security attack to originate from the Customer Systems, then Peoplesafe also reserves the right to:

 - (c) invoice the Customer for the cost of blocking, rectifying or mitigating the attack; and/or
 - (d) terminate the Agreement.

In these circumstances Peoplesafe will use reasonable endeavours to notify the Customer of the suspected cyber security attack, suspension or termination, and Peoplesafe accepts no liability for the non-availability of the API Service or the Service due to such suspension or termination.