MASTER AGENCY AGREEMENT

AGENCY:	_____	**COMPANY NUMBER**:	_____
ADDRESS:	_____	**TELEPHONE**:	_____
	_____	**INITIAL CONTRACT TERM**:	_____

This **MASTER AGENCY AGREEMENT** (the "**Agreement**") is entered into as of the Effective Date by and between **ALCOHOL MONITORING SYSTEMS LIMITED**, ("**AMS**") incorporated and registered in England and Wales with company number 07993509 whose registered office is at 5th Floor, 3 Stockport Exchange, 3 Railway Rd, Stockport SK1 3GG, and the Agency identified above. This Agreement incorporates by reference any and all Schedules executed by the parties. Capitalised terms used herein not otherwise defined in this Agreement are those as defined in the applicable Schedule(s). Should there be a conflict between the terms of this Agreement and any Schedule, the terms of the Schedule shall prevail.

1. DEFINITIONS

"**Clients**" means Agency's clients who are required to, or choose to, wear the Equipment.

"**Data Protection Legislation**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) including the recitals (the "**EU GDPR**") the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**", together with the EU GDPR referred to as "**GDPR**") and any equivalent or implementing legislation; and all other applicable and regulations relating to the processing of personal data, data privacy, electronic communications, marketing and/or data security in each case as from time to time in force, amended, replaced or otherwise incorporated into law, and all subordinate legislation made under any of the above.

"**Effective Date**" means the date this Agreement is signed by AMS.

"**Equipment**" means the hardware identified on the applicable Schedule.

"**Monitoring Services**" means the remote collection, compilation and reporting of data received from the Equipment.

"**Monitoring Software**" means AMS' proprietary, web-based software applications that tracks and stores data in relation to a Client and generates reports and other features and functionality as may be offered by AMS from time to time.

"**Parts**" means peripheral hardware necessary for the support of the Equipment such as, but not limited, to batteries, straps and back-plates.

"**Personal Data**" means the personal data (as defined under the GDPR) to be processed by on behalf of AMS in connection with this Agreement.

"**Products**" means collectively the Equipment and the Parts.

"**RMA**" means a Return Material Authorisation issued by AMS.

"**Services**" means collectively the; (i) the Monitoring Services; (ii) provision of training and certification necessary for Agency to use the Products; (ii) provision of technical support and telephone assistance; (iii) scheduled Equipment maintenance; (iv) disaster recovery and backup services for data relating to Clients stored using the Monitoring Software; and (v) provision of such other services and support functions as AMS may agree in writing to provide to Agency under this Agreement.

"**Territory**" means the geographic area as defined on the relevant Schedule within which Agency may provide access to the Products and Services to Clients in accordance with this Agreement.

2. SCOPE

2.1 **Scope**. Subject to the terms and conditions of this Agreement, AMS will provide the Products and the Services specified in this Agreement to Agency for use by Clients within the Territory during the Term.

3. GENERAL BUSINESS TERMS

3.1 **Payment Terms**.

3.1.1 **Purchased Products**. The price of any purchased Products will be invoiced at the time of shipment. All prices stated or referred to in this Agreement are exclusive of applicable taxes, which shall be added to invoices at the appropriate rate. Agency shall pay each invoice within ten (10) days of date of each such invoice.

3.1.2 **Reserved**.

3.1.3 **Service Fees and Other Fees**. Service fees will be invoiced on a monthly basis in arrears as incurred. Agency shall pay such invoices within thirty (30) days from the date of each such invoice. All other fees include, but are not limited to, fees for the following: attendance at Court whereby Agency has requested that AMS attend as a witness; manual check-in for inactive Equipment; repair or replacement not covered by AMS's standard Maintenance and Repair Policy referred to under Clause 6; and time spent dealing with Equipment returned to AMS without an RMA. Unless set out in the applicable Schedule, all Service and other fees will be charged at AMS's then prevailing rates.

3.1.4 **Currency; Invoiced Taxes**. Agency shall pay all invoices in British pounds sterling. All amounts and fees stated or referred to in this Agreement are exclusive of value added and other applicable taxes, which shall be added to each invoice at the appropriate rate.

3.2 **Ordering, Delivery Terms, Order Cancellation and Reschedule**.

3.2.1 **Orders**. Unless otherwise agreed in writing, Agency shall use AMS's standard order form to order any additional Equipment under this Agreement. No terms on any purchase order shall alter or amend the terms of this Agreement and, no other terms shall apply, notwithstanding any terms of Agency provided with, or otherwise appended to, the order form. An order shall be treated as an offer by Agency to contract with AMS, but shall not be binding on either party until accepted by AMS. AMS may, at its sole discretion, accept amendments to an order after acceptance. AMS shall, at its sole discretion, accept an order by confirming the same to Agency.

3.2.2 **Delivery Terms**. Delivery of the Products shall take place at the location specified in the order form ("**Delivery Location**"). Acceptance of any change to the Delivery Location requested by Agency shall be at AMS's sole discretion. Freight terms will be INCOTERMS 2010 FCA. AMS shall provide reasonable assistance in respect of any claims relating to the delivery of the Products. On delivery, Agency shall provide AMS with a delivery note and any other documentation as requested by AMS, noting any visible damage to the outermost packaging on the relevant documentation. Delivery or performance dates in relation to the supply of the Products are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery of the Products.

3.2.3 **Order Cancellation; Reschedule**. Once AMS has notified Agency of its acceptance of an order, such order shall be non-cancellable, and Products are non-returnable, except in accordance with the Maintenance and Repair Policy set out in this Agreement or the terms, if any, in the applicable Schedule. Subject to AMS's prior written consent, Agency may reschedule an order delivery date upon giving AMS not less than thirty (30) days' written notice prior to the intended commencement of the delivery. Any rescheduled delivery date requested by Agency must be within thirty (30) days of the original delivery date.

3.3 **Taxes**. All amounts referred to in this Agreement shall be interpreted as being amounts exclusive of value added tax, any similar sales tax. Agency shall be solely responsible for all taxes related to Products or Services purchased from AMS in connection with this Agreement including, by way of example and not limitation, sales, use, property, excise, value added, gross receipts, customs and import duties or fees, irrespective of whether the Products are ordered. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If Agency is exempt from taxes or duties of any kind, Agency will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Agreement. If Agency is required under any applicable law to withhold or deduct any amount from the payments due to AMS, Agency shall increase the sum it pays to AMS by the amount necessary to leave AMS with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

3.4 **Failure to Make Payments; Suspension of Delivery and Services**. If Agency fails to make any payment due to AMS under this Agreement by the due date for payment then, without limitation to AMS's remedies under this Agreement or otherwise, Agency shall pay interest on the overdue amount, accruing on a daily basis from the due date until actual payment of the overdue amount (whether before or after judgment) at the rate of either: (a) one-and-one-half percent (1.5%) per month; or (b) the highest rate specified by applicable law,

whichever is lower. In addition, if Agency fails to pay any amount when due under this Agreement, AMS will provide written notice to Agency of such failure. If Agency does not pay any outstanding amount due within five (5) business days of the date of such notice, AMS, at its sole option, may elect to do any or all of the following; (i) reject orders from Agency for additional Products or withhold delivery of Products already ordered but not yet delivered; (ii) suspend Agency's access to the Services until Agency pays all outstanding amounts in full; and (iii) terminate this Agreement and any applicable Schedules in accordance with the terms in Clause 10.2 (ii) of this Agreement. Agency shall be liable to AMS for all costs and expenses incurred by AMS in connection with the collection of any overdue amounts, including reasonable legal fees, whether or not an action or claim is filed regarding such overdue amounts.

3.5 Title to Equipment.

3.5.1 Title to Equipment. In relation to any Products purchased by Agency, title to such Products shall only pass to Agency upon delivery by AMS to the carrier appointed to deliver such Products.

4. AGENCY RESPONSIBILITIES

4.1 Personnel Requirements. Agency shall maintain a sufficient number of adequately trained and competent personnel as necessary to carry out Agency's obligations under this Agreement.

4.2 Standards of Performance. Agency shall comply with all specifications, policies and procedures as published by AMS or as otherwise furnished to Agency from time to time, including without limitation:

4.2.1 installation, removal, maintenance and physical control of the Equipment and other management activities in relation to the Clients;

4.2.2 notifying Clients of any requirements and restrictions regarding the proper operation of and interfacing with the Monitoring Software; and

4.2.3 notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS from time to time, including but not limited to, banned products, prohibitions on tampering, health risk warnings, and swimming, bathing and personal hygiene restrictions.

Any breach of such specifications, policies and procedures shall be deemed a material breach of this Agreement and AMS shall be entitled to terminate this Agreement pursuant to Clause 10.3(ii). Agency shall indemnify AMS in full and hold AMS harmless for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by AMS including without limitation all legal expenses and other professional fees in relation to Agency's failure to comply with its obligations set out above.

4.3 Supervision. Agency shall be solely responsible for: (a) the management and supervision of the Equipment and all of its personnel using the Equipment and Monitoring Software; (b) the management of the Clients, including responding to any violations by Clients that are reported by AMS or its third party providers to Agency; and (c) the selection and implementation of the Client enrolment process and monitoring and notification options available in the Monitoring Software. AMS is not responsible or liable for Agency's failure to properly fulfil their foregoing responsibilities.

4.4 Access to Monitoring Software. Agency shall limit access to the Monitoring Software solely to those of its personnel that are authorised to enrol Clients, set notification options and otherwise access the information residing within the Monitoring Software. AMS will provide Agency with usernames, passwords and other information necessary for its personnel to access the Monitoring Software. Such user names and passwords shall be considered Confidential Information of AMS under Clause 8. Agency shall be responsible for any and all communications or transactions made by anyone using the usernames and passwords allocated to the Agency. Agency shall ensure that its personnel change their respective passwords regularly (and not less than once every six (6) months) and immediately if they believe that the same have been stolen or might otherwise be misused, or otherwise upon request by AMS. Agency shall provide written notice to AMS within twenty-four (24) hours if any previously authorised personnel's status changes such that access should no longer be allowed by such personnel, including but not limited to termination or resignation of such personnel.

4.5 Equipment and Utilities. Agency shall, at its own cost provide and maintain all necessary internet access and telecommunications equipment, software and other items/materials necessary to access the Monitoring Software. Agency agrees to notify AMS in the event of any changes so such items, including any system configuration changes or any hardware or software upgrades, which may affect Agency's ability to access the Monitoring Software, alerts or data relating to a Client.

4.6 **Compliance with Laws**. Agency shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes and other requirements of any national or other governmental agencies which apply to Agency or the provision of the Products and Services under this Agreement and Agency will obtain, maintain in full force and effect and comply with all necessary permissions, approvals, certificates, permits, licences, agreements, authorities or other (if any) required for the performance and receipt of the Services pursuant to this Agreement.

5. 5 SERVICE TERMS

5.1 **Service Scope**. AMS will provide Agency with the Services and support functions set out in the Schedule in accordance with the terms of this Agreement. Unless otherwise expressly agreed to by AMS, AMS shall not be under any obligation to, and will not, provide any Services or other assistance in relation to any equipment or products not obtained directly from AMS.

5.2 **Monitoring Service Availability**. AMS shall use commercially reasonable endeavours to make the Monitoring Services available for twenty-four (24) hours a day, seven (7) days a week except for reasons beyond the reasonable control of AMS, including without limitation: (i) equipment malfunctions; (ii) periodic planned and unplanned maintenance procedures or repairs; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures or disasters. Neither party shall be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Monitoring Services unless expressly provided in this Agreement.

5.3 **Monitoring Software Security**. AMS shall use commercially reasonable endeavours to prevent unauthorised access to restricted areas of the Monitoring Software and any databases or other sensitive material. AMS may withdraw or suspend access to the Monitoring Software by any user if AMS finds or reasonably suspects that such user is using his/her access to facilitate illegal, abusive or unethical activities or any other use in breach of this Agreement of any instructions provided by AMS from time to time. Such activities include without limitation, pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. Agency shall hold AMS harmless from any claims resulting from such use.

5.4 **Training Assistance**. AMS shall provide Agency with training and support Services relating to the proper use and deployment of the Equipment and the proper and efficient use of the Monitoring Software at AMS's then current hourly rate as set out in the applicable Schedule or as otherwise notified to Agency. The training Services shall include AMS providing Agency with on-line access to AMS's current training materials. Agency shall reimburse AMS for all travel, lodging and reasonable other expenses incurred by AMS personnel in connection with the provision of training Services, and personnel certification for, Agency's personnel.

5.5 **Additional or Changes to Services**. From time to time, AMS may revise the scope of the Services it offers to Agency, subcontract or delegate to a third party some or all of the provision of the Services, or make substitutions, additions, modifications and improvements to Monitoring Software and/or Monitoring Services. Unless otherwise agreed, any revisions to the scope of the Monitoring Services shall not affect any Monitoring Services that have already been agreed under a Schedule. Notwithstanding the foregoing, AMS may, at its sole option, decide to discontinue providing Services (or any part thereof) for specific versions of the Products.

6. MAINTENANCE AND REPAIR POLICY AND EQUIPMENT CHANGES; RETROFIT; CALIBRATION

6.1 **Maintenance and Repair Policy**. Subject to Clause 6.2, provided Agency (i) pays to AMS the Services fee(s); and (ii) installs the Equipment in accordance with AMS's instructions, for all Equipment manufactured, and provided directly by AMS, AMS shall provide the necessary maintenance and repair Services in relation to such Equipment at no additional cost to Agency, to enable such Equipment to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the documentation for the specific Equipment. For any Parts manufactured by third parties and sold by AMS, the service or repair Services commitment for such Part(s) shall be solely as described in the relevant Schedule for such Part(s). AMS shall use commercially reasonable endeavours to pass on to Agency the benefit of any third party warranty in relation to any Parts manufactured by such third party. Agency must return all Products relating to a claim under this Clause 6.1 within thirty (30) days of AMS issuing the RMA. AMS shall provide a returns delivery label to Agency for each return covered by a RMA.

6.2 **Maintenance and Repair Policy Exclusions**. The policy set out in Clause 6.1 shall not apply to any equipment, products or materials that are obtained from sources other than AMS or its authorised third party suppliers, or Equipment that is or becomes defective due to (i) improper use or installation, damage, accident, abuse or alteration by Agency, Clients or other third parties not under the control of AMS; (ii) failure by Agency to comply with the operating and maintenance instructions set forth in the documentation for the specific Equipment; (iii) any servicing or maintenance of the Equipment by anyone not authorised to provide such services by AMS; (iv) failure of Agency to obtain any reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; (v) use of parts in the repair of the Equipment that have not been approved in writing by

AMS for use in the Equipment; or (vi) use in connection with a third party product other than that as approved in writing by AMS.

6.3 **Sole Remedy**. In the event of a breach of the Maintenance and Repair Policy set out in Clause 6.1, Agency's sole remedy shall be, at AMS's option, the repair or replacement of the affected Equipment by AMS.

6.4 **Product Changes; Retrofit Activities**. AMS may, at any time: (i) change the design or specifications of any Equipment without notice and without obligation to make the same or any similar change on any Equipment previously purchased by Agency; and (ii) to retrofit or replace (during routine maintenance or otherwise) any Equipment to incorporate any upgrades or updates then available. However, nothing herein shall obligate AMS to provide Agency with all new models of Equipment at no additional cost, and AMS may charge a fee for Equipment model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing Equipment model. Regarding the foregoing, in any case where AMS charges a fee for an Equipment model upgrade, it will provide no less than six (6) months' notice to Agency prior to discontinuing availability of the discontinued Equipment model. In addition, AMS will continue to offer repair and/or replacement services for the discontinued Equipment models under the Maintenance and Repair Policy referenced in this Clause 6 for no less than three (3) years after the date of notice of Equipment discontinuation as provided by AMS to Agency.

7. USE RESTRICTIONS; LICENSE; OWNERSHIP; DISCLAIMER

7.1 **Use Restrictions; No Modification**. Agency shall not do, or allow any third party to do, or attempt to do any of the following acts: (i) wilfully tamper with the security of the Monitoring Software or Equipment; (ii) access data on the Monitoring Software not intended for Agency; (iii) log into an unauthorised server or account on the Monitoring Software; (iv) probe, scan or test the vulnerability of the Monitoring Software or to breach the security or authentication measures without proper authorisation from AMS; (v) wilfully render any part of Monitoring Software unusable; (vi) reverse engineer, remanufacture, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software; (vii) copy, modify, adapt, alter, translate, or create derivative works based on the Monitoring Software; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, transfer or otherwise commercially exploit the Monitoring Software or make the Monitoring Software available to a third party other than as expressly contemplated in this Agreement; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party or use the Monitoring Software in connection with the creation of a product, service or software that is, directly or indirectly, competitive with, or in any way a substitute for, any services, product or software offered by AMS; (x) publish or disclose to third parties any evaluation of the Monitoring Software without AMS's or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software; (xii) except as expressly permitted in this Agreement, make it available over a network or other environment permitting access or use by multiple devices; or (xiii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

7.2 **Firmware License**. The Agency acknowledges and agrees that the Products contain firmware developed and owned by AMS or its third party suppliers. AMS hereby grants (or shall procure the grant of) a limited, non-exclusive, non-transferable, royalty-free licence, for the Term, for Agency to use the firmware in the Products. Agency's use of the Parts shall be subject to any third party licence agreements notified to Agency from time to time. AMS and its third party suppliers (as applicable) shall retain all rights to and interest in the firmware contained in the Products. Any applicable licence shall be deemed to be in effect upon delivery of the relevant Products to the Delivery Location.

7.3 **Ownership; Limited License**. The Agency acknowledges and agrees that all right, title and interest in any software or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by AMS or its third party suppliers (as applicable). This Agreement provides Agency only the rights expressly granted in this Agreement. In the event that Agency suggests any new features or functionality for the Equipment, Monitoring Software, Parts or Services that AMS or its third party suppliers subsequently incorporate into the relevant part of the Products, Monitoring Software or Services, any such new features or functionality shall be the sole and exclusive property of AMS or its third party suppliers (as applicable) and shall be free from any confidentiality restrictions that might otherwise be imposed upon AMS pursuant to Clause 8 below.

7.4 **Except as expressly set out in this Agreement and to the fullest extent permitted by applicable law, AMS disclaims all other warranties, whether express or implied, including any implied warranties of quality, condition, description, merchantability, non-infringement or fitness for a particular purpose**. AMS shall have no liability whatsoever in connection with any Equipment being located in an area covered by appropriate wireless coverage (if applicable), or if any Equipment fails to establish a connection with the Monitoring Software or the Monitoring Services are disabled due to network-related or similar connectivity issues. Without limiting the

express warranties set out in this Agreement, AMS does not warrant that the Services will meet Agency's requirements or that access to and use of the Monitoring Services will be uninterrupted or free of errors. Subject to Clause 9 (Data Protection), AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Neither AMS nor its third party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the Monitoring Services caused by or resulting from any act, omission or condition beyond AMS's or its third party supplier's reasonable control.

7.5 **Trademark Ownership; Use of Trademarks**. AMS is the exclusive owner or licensee of various trademarks, service marks and other words, slogans, logos and design marks that AMS uses in connection with the marketing and sale of the Equipment and Services (hereafter together, "**AMS Marks**"). Agency shall not contest the exclusive rights of AMS or its licensors to any AMS Marks at any time. Subject to AMS's prior written approval, Agency may use, on a non-exclusive basis, the AMS Marks in connection with the conduct of its business solely in connection with this Agreement; provided; however, Agency shall not use any such AMS Marks in its corporate name or the name of any other legal entity under which Agency may conduct business. Agency shall not register or attempt to register any AMS Marks in any place or jurisdiction nor shall Agency use any AMS Marks in reserving website addresses or URLs. In addition, Agency shall not (i) use any AMS Marks on any product or service offered for sale which was not purchased directly or indirectly (through an authorised supplier) from AMS; (ii) alter the AMS Marks on any Equipment; (iii) change or substitute any of its equipment in any way which infringes or lessens the validity, reputation or quality of the AMS Marks; (iv) use any AMS Marks except in strict conformance to the colour, size, form and style approved by AMS; or (v) do anything else which will in any way weaken or lessen the reputation or validity of the AMS Marks. Agency shall immediately discontinue the display or use of any AMS Marks, including but not limited to the use of any AMS Marks on its website, upon expiry or termination of this Agreement for any reason. During the Term, Agency shall immediately comply with any instructions of AMS in relation to such AMS Marks.

8. CONFIDENTIAL INFORMATION

8.1 **Confidential Information**. In connection with this Agreement a party ("**Discloser**") may provide to the other party ("**Recipient**") confidential information including without limitation: software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) any markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("**Confidential Information**"). Confidential Information specifically includes all information accessed by the Agency via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorised to do so. The parties each agree to treat this Agreement, including all Schedules and any amendments, as Confidential Information of each party.

8.2 **Nondisclosure**. Recipient shall: (i) treat the Discloser's Confidential Information as confidential; (ii) not disclose the Discloser's Confidential Information to any other person without the Discloser's prior written consent except to those employees who are directly involved in the provision of the Products or the Services and who need to know such Confidential Information in connection with the performance of this Agreement, (iii) not use such Confidential Information other than for the purposes of this Agreement; and (iv) use no less than a reasonable standard of care, in safeguarding such Confidential Information against unauthorised disclosure. Recipient agrees to have an appropriate non-disclosure agreement signed by each of its employees, agents and contractors who are exposed to Discloser's Confidential Information.

8.3 **Exceptions from Confidential Information**. Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient's possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient without access to such information.

8.4 **Required Disclosures**. If Recipient is required by a court or government order or other regulator to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose Recipient is legally required; and (ii) to the extent permitted by law, prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9. DATA PROTECTION

For the purposes of this Clause 9, "**controller**", "**processor**", "**personal data breach**", "**data subject**", and "**processing**" shall have the meanings given to such terms in the GDPR.

9.1 **Roles of the Parties**. This Section 9 ("**Data Protection**") applies to processing of Personal Data by AMS to provide the Monitoring Services, as further detailed in Annex A. Each of the parties acknowledges and agrees that for the purposes of the Data Protection Legislation, Agency is the controller and AMS is the processor. [The Agency acknowledges that AMS may process Personal Data relating to the operation, support, or use of the Monitoring Services for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, product development, and compliance with law].

9.2 **Types of Processing**. The types of Personal Data, categories of data subject to whom it relates, and the subject matter, duration, nature and purposes of the processing to be carried out under this Agreement are set out in Annex A. If Agency wishes AMS to process different data and/or for different purposes, it will promptly notify AMS of the proposed changes to this Agreement and will notify AMS of any proposed amendments to Annex A required to ensure that it remains accurate, up-to-date and complete. If AMS approves the proposed amendment, then Annex A shall be replaced by the amended version. If AMS and Agency do not agree the proposed amendment, AMS will continue to process Personal Data in accordance with the then current version of Annex A.

9.3 **Data Processing Obligations**. AMS shall: (a) in relation to the processing of Personal Data, comply with its obligations under the Data Protection Legislation; (b) process (and will procure that its personnel will process) the Personal Data only: (i) in accordance with Agency's written instructions from time to time; or (ii) as otherwise required by law, and only to the extent and in such a manner as is necessary for AMS to provide the Monitoring Services and to perform its other obligations under this Agreement in accordance with this Agreement and not for any other purpose; (c) immediately notify Agency if it is subject to a legal obligation that requires it to process Personal Data in contravention of the Agency's instructions or if AMS believes any of Agency's instructions relating to processing Personal Data breaches any Data Protection Legislation; (d) only disclose the Personal Data to, and ensure that access to the Personal Data is limited to, those of its personnel who are bound by confidentiality obligations in relation to the Personal Data; (e) not transfer any Personal Data to an international organisation or any country outside the European Union or the United Kingdom other than in accordance with Data Protection Legislation; (f) implement appropriate technical and organisational measures designed to ensure a level of security appropriate to the data security risks presented by processing the Personal Data, including the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed as required under Data Protection Legislation; and (g) notify the Agency without undue delay after becoming aware of a Personal Data Breach involving Personal Data.

9.4 **Return or Deletion of Personal Data**. When AMS ceases to provide the Services relating to processing Personal Data pursuant to this Agreement, AMS shall, at Agency's option, delete or return to Agency all Personal Data and, subject to any agreed retention requirements, delete all copies of the Personal Data except in so far as AMS is required by law to continue to store such copies.

9.5 **Information, Cooperation and assistance**. AMS shall at Agency's cost, take appropriate technical and organisational measures to assist Agency in fulfilling its obligations to respond to any request by any data subject to exercise any data subject right under articles 12-23 inclusive of the GDPR or any equivalent or implementing legislation, in each case only to the extent that the data subject's request relates to the processing of Personal Data by AMS pursuant to this Agreement. AMS will, at Agency's request and cost assist Agency in complying with its obligations under articles 32-36 inclusive of the GDPR or any equivalent or implementing legislation, in each case only to the extent that Agency's request relates to the processing of Personal Data by AMS pursuant to this Agreement.

9.6 **Records, Audits and Inspection**. AMS shall at Agency's request and cost, make available to Agency all information required to demonstrate AMS's compliance with its obligations in relation to data processing under this Agreement. AMS shall, on reasonable notice during business hours allow Agency, its statutory or regulatory auditors, and in each case their authorised agents, access to the information referred to in this Clause 9.6 as Agency may require in order to verify AMS's compliance with its obligations in relation to data processing under this Agreement. Unless Agency has reasonable grounds to believe AMS has committed a material breach of this Clause 9, Agency may not exercise its audit right more than once in any twelve (12) month period. Agency shall use all reasonable endeavours to ensure that the conduct of any audit by Agency or its authorised agents does not unreasonably disrupt AMS or its business. Any audit by Agency or its authorised agents will be limited to an audit of the Personal Data and the processes relating to such Personal Data and will not include any information relating to any other customer of AMS or any other third party.

9.7 **Sub-processors**. Agency acknowledges and agrees that AMS's affiliates may be retained as sub-processors. Subject to Clause 9.8, AMS may also engage third party sub-processors, AMS shall notify Agency of any additional or replacement sub-processors before authorising such new sub-processors to process any Personal Data. If AMS sub-contracts the processing of any Personal Data, AMS shall: (a) enter into a written agreement with such sub-processor and include in that agreement at least obligations on such sub-processor which are equivalent to the obligations on AMS in relation to Personal Data under this Agreement; and (b) where the sub-processor fails to fulfil its data protection obligations, remain fully liable to the Agency for the performance of the sub-processor's obligations.

9.8 **Objection right for new sub-processors**. Agency may object to AMS's use of a new sub-processor by notifying AMS promptly in writing within ten (10) business days after receipt of AMS's notice pursuant to Clause 9.7. If Agency object to a new sub-processor, AMS will use commercially reasonable endeavours to make available to Agency a change in the Services or use of the Services to avoid processing of Personal Data by such new sub-processor without unreasonably burdening Agency. If AMS is unable to make available such change within a reasonable period of time, AMS may terminate the applicable Services or part thereof by providing written notice to Agency.

9.9 **Agency obligations**. Agency shall: (a) comply with its obligations under the Data Protection Legislation which arise in relation to this Agreement and the receipt of the Services; (b) not do or omit to do anything which causes AMS to breach any of its obligations under the Data Protection Legislation; and (c) reimburse AMS for any reasonable costs incurred by AMS in performing its obligations under Clauses 9.4, 9.5, and 9.6, in each case except to the extent that such costs were incurred as a result of any breach by AMS of any of its obligations under this Clause 9 or the Data Protection Legislation.

9.10 **Agency Warranties**. Agency represents, warrants and undertakes to AMS that: (a) Agency has obtained the Personal Data in accordance with the Data Protection Legislation; and (b) it has one or more valid grounds for AMS's (and any sub-processors of AMS') processing of the Personal Data in accordance with this Agreement, in each case so that AMS's and its sub-processor's processing of the Personal Data in accordance with this Agreement complies with the Data Protection Legislation. Agency agrees to indemnify and hold AMS, and its sub-processors, harmless from any and all Losses arising out of or in connection with any claim(s) arising from any breach of the warranties set out in this Clause 9.10.

10. TERM AND TERMINATION

10.1 **Term**. This Agreement shall commence from the Effective Date and shall continue for the period specified on page one (the "**Initial Term**") unless terminated earlier in accordance with its term. Upon expiry of the Initial Term (and each Renewal Term), this Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term") unless either party provides the other with a written notice of termination not less than thirty (30) days prior to the end to the then current Initial Term or Renewal Term (as applicable). The Initial Term, together with all Renewal Terms, is referred to as the "**Term**".

10.2 **Termination for Convenience**. After the Initial Terms, either party may terminate this Agreement for convenience upon the giving of ninety (90) days prior written notice.

10.3 **Termination for Breach**. Either party may terminate this Agreement (i) immediately if a voluntary or involuntary petition in bankruptcy, receivership, assignment for the benefit of creditors or other similar insolvency action is filed or levied against the other party and not discharged within fourteen (14) days after the filing or levied thereof; (ii) by written notice by the non-breaching party, if the other party fails to cure any non-payment of money owed to the other party under this Agreement within thirty (30) days of such notice; (iii) by written notice by the non-breaching party, if the other party fails to cure any material breach of this Agreement (other than non-payments described in Clause (ii) above) within sixty (60) days of such notice (it is understood, however, that a violation of law, breach of confidentiality or misuse of access grants that cannot be cured shall be grounds for immediate termination); (iv) in the event of a purported assignment without written permission; or (v) immediately, by written notice by the non-breaching party, upon the second commission of a previously remedied material breach under Clause (iii) above.

10.4 **Termination for Non-Appropriation of Funds**. In the event that Agency is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Agency's financial obligations; hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the Agency, Agency may terminate this Agreement, without further financial obligation or liability to AMS other than to pay for Products and Services previously delivered to Agency or performed for Agency.

11. EFFECT OF TERMINATION; SURVIVAL AND SERVICES TO CUSTOMERS

11.1 **Effect of Termination**. Upon any termination of this Agreement or any Schedule incorporated by reference herein, Agency shall provide AMS with all outstanding payments due and, within ten (10) days of the termination, return to AMS all Equipment not owned by Agency at such date or, if so directed by AMS, to AMS's third party supplier. Upon termination of this Agreement, each party shall deliver or destroy (at the option of the other party) all Confidential Information of the other party which is in its possession, care or control within thirty (30) days of termination except for Confidential Information periodically backed-up in accordance with the Recipient's normal archive and/or back-up procedures including any archived Client data. Agency shall, promptly and in any event within thirty (30) days after the effective date of termination or expiration, remove all reference to AMS from Agency's materials including without limitation business cards, business forms, web site, advertising, literature, and

place of business and shall discontinue any use of any name, trademark, trade name, service mark, slogans or logo suggesting that Agency has or had any relationship with AMS without AMS's prior written and specific consent.

11.2 **Survival**. Upon any termination of this Agreement, all rights of Agency granted under this Agreement shall cease and all obligations of the parties shall terminate (other than payment or monetary obligations accrued to the date of such termination) except that any indemnity obligations of either party, and Clauses 7.3, 8, 9.4, 9.5, 9.6, 11.1, 11.2, 12, 13.1 and 13.2 which shall survive termination of this Agreement for any reason.

12. LIMITATION OF LIABILITY

12.1 Each party agrees, to the extent permitted by applicable law, to defend, indemnify and hold the other party and its officers, directors, shareholders, employees and third party suppliers (collectively, the "**Indemnified Parties**") harmless from and against all claims, actions, proceedings, losses, damages, costs and expenses, (including without limitation court costs and reasonable legal fees) ("**Losses**"), arising out of or in connection with the negligence or wilful misconduct of the other party's personnel, subcontractors or agents. Further, Agency shall indemnify and hold harmless AMS's Indemnified Parties against any Losses arising out of or in connection with the acts of any Client assigned to wear any Equipment, including without limitation (and subject always to Clause 12.5, any claims for personal, injury property damage or death, provided that: (i) the indemnifying party is given prompt written notice of any such claim and request for indemnification and defence; (ii) the indemnifying party provides is given sole control of the defence or settlement of the claim; and (iii) the indemnified party provides reasonable cooperation to the indemnifying party in the defence and settlement of such claim, at the indemnifying party's expense.

12.2 Subject to Clause 12.5, neither party shall be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, business interruption, depletion of goodwill and/or similar losses or loss or corruption of data, information or property, or pure economic loss, or for any special, indirect or consequential Losses however arising under this Agreement even if it has been advised of the possibility of such Losses.

12.3 Subject to Clause 12.5, Agency assumes sole responsibility for the acts and omission of any Client in connection with their use of the Equipment and any of the Services. AMS shall have no liability whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any acts or omission of any Clients.

12.4 Subject to Clause 12.5, AMS's aggregate liability to Agency in each Liability Period (defined below) in respect of any and all claims of any nature (including in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise), arising directly or indirectly out of or in connection with this Agreement or the performance or contemplated performance of this Agreement, in each case in respect of all incidents or series of incidents arising in such Liability Period, shall be limited to, an amount equal to the aggregate amounts paid by Agency to AMS in respect of the twelve (12) calendar months immediately preceding the earliest event giving rise to such claim (the "**Liability Period**") less any amounts paid by AMS to Agency in such Liability Period under this Agreement.

12.5 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or any other liability which cannot be limited or excluded by applicable law.

12.6 The parties acknowledge and agree that the commercial provisions and compensation set out in this Agreement have been agreed between the parties on the basis of the allocation of liability in this Clause 12 and the remainder of this Agreement, and such allocation represents the agreed and bargained for understanding of the parties and such limitation shall apply even if any exclusive remedy in this Agreement fails of its essential purpose.

13. MISCELLANEOUS PROVISIONS

13.1 **Applicable 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 laws of England without regard to its conflicts of laws provisions. Subject to Clause 13.2, AMS and Agency irrevocably agree to the nonexclusive jurisdiction of the English courts 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.

13.2 **Arbitration**. In the event of a dispute arising out of or relating to this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be referred to and finally resolved by arbitration before a sole arbitrator appointed and operating pursuant to the London Court of International Arbitration ("**LCIA**") Rules,

such LCIA Rules are deemed to be incorporated by reference into this Clause. The seat, or legal place, of arbitration shall be London, England. The governing law of the contract shall be the substantive law of England and the language to be used in the arbitral proceedings shall be English. The written decision of the arbitrator shall be final, binding and, if required, convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the LCIA.

13.3 **Injunctive Relief**. Nothing in Clause 13.2 shall prevent either party from instigating legal proceedings at any time to apply to a court for a preliminary injunction or other equitable relief where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Clauses 7 and/or 8).

13.4 **Records Retention and Audit Rights**. Agency shall retain all records relating to the Agreement or any Schedule for a period of at least seven (7) years after termination of the Agreement or applicable Schedule. During the Term, upon ten (10) days prior written notice, and not more than once per year (unless circumstances warrant additional audits as described below), AMS may audit Agency's procedures and records that relate to the obligations under this Agreement. Notwithstanding the foregoing, the parties agree that AMS may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities or (ii) investigations of a breach of this Agreement.

13.5 **Assignment**. Except as expressly permitted herein, neither party may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, without the prior written consent of the other party. Any such attempt to assign or transfer without such consent shall be void. Notwithstanding the foregoing, AMS may transfer or assign this Agreement to an entity that is an affiliate of AMS or, in the event of a sale of all or substantially all of its assets or equity, in each case without the consent of Agency. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties. AMS may subcontract the performance of any of its obligations under this Agreement. AMS shall remain responsible for all acts and omissions of its subcontractors (and their employees) as it they were its own.

13.6 **Independent Contractor**. Nothing in this Agreement is intended to, or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as an agent or distributor for the other and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). AMS is to be and shall remain an independent contractor with respect to Products provided or Services performed under this Agreement.

13.7 **Force Majeure**. Except for the obligation to make payments as provided herein, neither party shall be liable to the other party or in default under this Agreement if it is prevented or delayed in performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes or other industrial disputes, failure of a utility service or transport or communications network, wars, act of God, natural disaster, riot or civil commotion, malicious damage, acts of the public enemy, compliance with any law or government order, rule, regulation or direction, government restrictions, fire, flood, storm or acts of terrorism. Such party shall promptly notify the other party and use reasonable efforts to remove the cause and continue its performance under this Agreement whenever the cause is removed.

13.8 **Notices**. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail or overnight delivery service.

13.9 **Waiver**. Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorised representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default.

13.10 **Severability**. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and such modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

13.11 **Third Party Rights**. No one other than a party to this Agreement (and their permitted assignees) shall have any right to enforce any of its terms. For the avoidance of doubt, no Clients shall have the right to enforce any terms of this Agreement against AMS. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

13.12 **Publicity**. Subject to Clause 8, AMS may issue news releases, press releases or other communications regarding the intended nature of the relationship between the parties in connection with this Agreement to potential investors and customers. However, AMS shall not disclose any names of Clients without the prior written approval of the relevant Client.

13.13 **Headings**. Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.

13.14 **Execution**. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

13.15 **Entire Agreement**. This Agreement constitutes the entire understanding of the parties, and supersedes and extinguishes all prior promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter. Each party agrees that it 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

13.16 **Variation**. This Agreement may not be modified or amended except in writing and signed by both parties (and their authorised representatives).

THIS AGREEMENT has been entered into by each party's duly authorised representatives on the date of signature by AMS below.

		ALCOHOL MONITORING SYSTEMS LIMITED	
By:	_____	**By**:	_____
Name:	_____	**Name**:	_____
Title:	_____	**Title**:	_____
Date:	_____	**Date**:	_____

ANNEX A - DESCRIPTION OF DATA PROCESSING

1 **The subject matter and duration of the processing of the Personal Data**

2 **The purpose of processing the Personal Data**

3 **The nature of the processing of the Personal Data**

4 **A description of the types of Personal Data**

5 **A description of the categories of data subjects**

6 **The obligations and rights of the Agency as controller**.

PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT

AGENCY: _____

This **PRODUCT AND SERVICES SCHEDULE ("Schedule")** to the **MASTER AGENCY AGREEMENT** (the "**Agreement**") is entered into as of the Effective Date by and between **ALCOHOL MONITORING SYSTEMS LIMITED**, ("**AMS**") incorporated and registered in England and Wales with company number 07993509 whose registered office is at 5th Floor, 3 Stockport Exchange, 3 Railway Rd., Stockport SK1 3GG, and the Agency identified above. The Agreement incorporates by reference any and all **Schedules** executed by the parties. Capitalised terms used herein not otherwise defined in this Agreement are those as defined in the applicable Schedule(s). Should there be a conflict between the terms of the Agreement and this Schedule, the terms of the Schedule shall prevail.

AMS hereby desires to provide Agency with Equipment and sell the Agency supporting Services and Agency desires to order such Equipment and purchase such Services as defined in this Schedule during the Term.

1. DEFINITIONS

a. **"Active Equipment"** means any Equipment unit actively using the Monitoring Software.

b. **"Additional Monitoring Services"** means, if Agency is purchasing such services, the additional Monitoring Services provided by AMS and as further defined on Attachment 1, at the pricing set forth in Attachment 1, Schedule A.

c. **"CAM Equipment"** means, if applicable per the pricing table below, an ankle bracelet device that continuously monitors alcohol levels and if configured as a kit, the base station.

d. **"Service Fee"** as used on the Schedule(s) means the Monitoring Service fee charged by AMS to Agency per each Equipment unit, per day using the Monitoring Services.

e. **"Equipment"** means collectively the GPS equipment, CAM equipment, various base stations, the Remote Breath Analyzer, the Radio Frequency House Arrest bracelet, Wireless Multi-connect devices and various base stations if sold separately rather than in kit configuration.

f. **"GPS Equipment"** means, if applicable per the pricing table below, a device that monitors Client's geophysical location based on exclusion and inclusion zones and includes the base station if configured as a kit.

g. **"House Arrest Equipment"** means, if applicable per the pricing table below, an electronic ankle device that monitors Client's adherence to a home arrest curfew schedule and includes the base station if configured as a kit.

h. **"Remote Breath Equipment"** means, if applicable per the pricing table below, a device that measures alcohol levels in the breath and may have facial recognition capabilities.

i. **"SLA"** means the Service Level Agreement Information document, which is attached to this Schedule as Attachment 1 and is only applicable if Agency is purchasing or renting Equipment with Additional Monitoring Services. Specific SLA protocols will be agreed to in a separate SLA document signed by Agency.

j. **"Wireless Base Station"** means, if applicable per the pricing table below, an AMS device that uses cellular transmission to connect with another device, such as a House Arrest or CAM bracelet.

2. TERRITORY:

3. EQUIPMENT AND SERVICE LIMITATIONS AND SPECIAL REQUIREMENTS

3.1 GENERAL EQUIPMENT LIMITATIONS

3.1.1 **Alcohol Detection.** The CAM Equipment is not designed to give immediate notification of alcohol detection.

3.1.2 **Tamper Efforts.** AMS makes no assurances that the any Equipment worn by a Client will detect all tamper efforts.

3.1.3 **Submergence in Water or Other Liquid.** Equipment is not designed for submergence in liquids. Certain Equipment can tolerate limited water exposure such as that encountered when showering.

3.1.4 **Failure by Agency to Adhere to Maintenance Schedules**. AMS bears no liability for Agency's failure to adhere to Equipment maintenance notifications and/or schedules related to equipment and calibration.

3.2 REMOTE BREATH EQUIPMENT LIMITATIONS

3.2.1 **Set Up.** Agency is responsible for entering and updating schedules for each Client and setting up all relevant notifications, including all methods and events. Further, Agency is responsible for establishing a program providing the necessary criteria to interpret all testing results provided by AMS. The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained Agency personnel in conjunction with a routine Agency-run equipment maintenance and calibration oversight program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results.

3.2.2 **Breath Test Results**. AMS will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

3.2.3 **Other Limitations**. The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed in any way to liquids. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the lost/damaged Equipment unit replacement fee.

3.3 **ADDITIONAL MONITORING SERVICES – 24/7 REQUIREMENTS.** Additional Monitoring Services are supported by a separate SLA document, which must be completed for each Client. Each SLA specifies, among other things, the type, description and price of the Monitoring Services to be provided. Any modifications of the terms of the SLA shall be made solely in writing and mutually executed by the parties and any other attempt to modify the terms of the SLA shall be void. AMS is not liable for; (i) the actions or inactions of Agency or its employees, contractors and agents that result in delay or error in the Services; (ii) failure to report Client non-compliant activities to appropriate supervising authorities when potential bond, parole or probation violations have occurred; or (iii) inaccurate information provided or input into the Monitoring Software, including Client or other contact information, GPS inclusion/exclusion zone set up and offender schedule information and associated protocols.

3.4 **WIRELESS EQUIPMENT AND NETWORK LIMITATIONS.** AMS provides a choice of data network providers as a part of its Services for the Wireless Multi-connect Device and other Equipment. AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when a data network that is supporting the Equipment is not available. Wireless Multi-connect Devices do not provide caller location or caller identification.

4 EQUIPMENT AND SERVICE PRICING:

4.1 Purchased Equipment.

Equipment Type	Quantity	Price per Unit	Service Fee per Unit, per Day
CAM Kit Wireless Base Station (Kit includes CAM Bracelet and Wireless Base Station)			
CAM Bracelet			
CAM Standalone Wireless Base Station			
GPS Bracelet			
GPS Beacon			
GPS On Body Charger			
Remote Breath Kit			

Note 1: If purchasing the Wireless Base Station kitted with CAM Equipment, the Service Fee will be invoiced at the amount for CAM Kit listed above, plus the Service Fee amount listed above for the CAM Wireless Base station as if it were purchased/rented as a standalone unit.

5. ADDITIONAL SERVICES

Training: AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

RB Associated Consumables: AMS will provide 1 calibration kit for each order with a quantity of 30 Remote Breath Equipment units.

Consumables: AMS electronic monitoring devices require the use of certain consumable items for proper operation. Consumables are provided on a monthly basis in accordance with utilisation at no additional charge up to the amount of the customer's normal expected usage for a particular product, usually based on monitored days. Consumables in excess of normal expected usage are available for purchase. A complete listing of consumables for AMS electronic monitoring devices, including current purchase price, can be obtained from your local account manager.

6 MOBILE APPLICATIONS:

TouchPoint

Overview: TouchPoint is an AMS proprietary mobile application designed for use by Clients who are using AMS or other electronic monitoring devices under the Agency's supervision. AMS will provide the Agency with TouchPoint training. Clients will download TouchPoint to their cell phone and upon first use agree to the TouchPoint Mobile Application Terms and Conditions of User. The Agency will provide TouchPoint training to the Clients.

TouchPoint Price/Billing:

Price: TouchPoint Client Users wearing AMS Equipment: No charge

TouchPoint Client Users not wearing AMS Equipment: £XXX per TouchPoint Client User, per day when active

Billing: AMS will invoice the Agency monthly in arrears. Payment terms will be those as set forth in the Agreement. TouchPoint price is subject to change upon availability of additional features/function. AMS will contact Agency if the price changes and if the new price cannot be agreed on by Amendment on this Agreement, TouchPoint will become unavailable with 30 days prior notice.

Ally

Overview: The Ally Mobile Application is an AMS proprietary mobile application designed for Victim notification used to alert a Victim when a Client wearing an AMS GPS Bracelet is in geographic proximity of the Victim's phone. AMS will provide the Agency with Ally Mobile Application training. Victims will download the Ally Mobile Application to their cell phone and upon first use agree to the Ally Mobile application terms and Conditions of Use. The Agency will provide Ally Mobile Application training to the Victim. The alert geographic boundary is set by the Agency in the Monitoring Software. The Client must be on a 1x1 rate plan if they are paired with a Victim. The term "**Victim"** means a person who is a participant in a victim notification program managed by Customer and who is authorized by Customer to download and activate the Ally Mobile Application on his/her personal mobile device so that the Victim can receive alerts related to the Client based on parameters set up by Customer in the Monitoring Software.

Required Actions by Customer, Client and Victim:

It is understood and agreed by the parties that the Ally Mobile Application is to be used as a part of a written victim notification program managed by Customer whereby the Client is enrolled in a GPS monitoring program requiring the wearing of a SCRAM GPS Ankle Monitor Bracelet.

The Ally Mobile Application is not a substitute for the Victim remaining vigilant to protect his/her personal safety and cannot be relied upon as the sole means of maintaining the Victim's personal safety. Each Victim must comply is all respects with the detailed requirements listed in the Ally Mobile Application Terms and Conditions which are available via a link in the Ally Mobile Application. In addition, the timely receipt and/or accuracy of alerts from the Ally Mobile Applications are dependent upon: (i) the Victim's full compliance with the requirements of the Ally Mobile Application Terms and Conditions; (ii) full compliance of the Client with the requirements of his/her GPS location monitoring program, including but not limited to, the Client not tampering with or removing his/her device; (iii) the proper set up and maintenance in the Monitoring Software by Customer of all zones, schedules and victim information for the relevant Client; and (iv) the Client's SCRAM GPS Ankle Monitor Bracelet being "active" so that notifications can be sent to the Ally Mobile Application. Customer shall be solely responsible for the management and supervision of any Client, Victims or Customer personnel using the Monitoring Software. In addition, Customer is solely responsible for (i) the development of a Victim notification program, (ii) the maintenance of a separately contracted GPS monitoring program requiring the wearing by Clients of SCRAM GPS Ankle Monitor Bracelets, (iii) the selection and implementation of the Victim enrollment process, (iv) the set up and maintenance of the monitoring and notification options available in the Monitoring Software (including maintenance of all zones, schedules and victim information) and (v) the training of Victims in the set up and use of the Ally Mobile Application. AMS is not responsible or liable for Customer's failure to properly fulfill its foregoing responsibilities. **AMS IS NOT RESPONSIBLE OR LIABLE TO CUSTOMER, CLIENT OR VICTIM IF THE ALLY MOBILE APPLICATION DOES NOT PROVIDE TIMELY OR ACCURATE NOTIFICATIONS OR ALERTS DUE TO A FAILURE OF CUSTOMER, CLIENT OR VICTIM TO COMPLY WITH ANY OF THE FOREGOING.**

Price: £XXX per day, per Victim per Ally user.

Billing: AMS will invoice the Agency monthly in arrears. Payment terms will be those as set forth in the Agreement. Ally price is subject to change upon availability of additional features/function. AMS will contact Agency if the price changes and if the new price cannot be agreed on by Amendment on this Agreement, Ally will become unavailable with 30 days prior notice.

IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed by AMS.

THIS SCHEDULE, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE AND ANY PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. By execution, both signers certify that each is authorized to execute the Schedule on behalf of their respective companies.

ALCOHOL MONITORING SYSTEMS LIMITED

By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____		

Signed by AMS and effective as of: _____

Effective Date

MASTER AGENCY AGREEMENT

AGENCY:	_____	**COMPANY NUMBER**:	_____
ADDRESS:	_____	**TELEPHONE**:	_____
	_____	**INITIAL CONTRACT TERM**:	_____

This **MASTER AGENCY AGREEMENT** (the "**Agreement**") is entered into as of the Effective Date by and between **ALCOHOL MONITORING SYSTEMS LIMITED**, ("**AMS**") incorporated and registered in England and Wales with company number 07993509 whose registered office is at 5th Floor, 3 Stockport Exchange, 3 Railway Rd, Stockport SK1 3GG, and the Agency identified above. This Agreement incorporates by reference any and all Schedules executed by the parties. Capitalised terms used herein not otherwise defined in this Agreement are those as defined in the applicable Schedule(s). Should there be a conflict between the terms of this Agreement and any Schedule, the terms of the Schedule shall prevail.

1. DEFINITIONS

"**Clients**" means Agency's clients who are required to, or choose to, wear the Equipment.

"**Data Protection Legislation**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) including the recitals (the "**EU GDPR**") the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the "**UK GDPR**", together with the EU GDPR referred to as "**GDPR**") and any equivalent or implementing legislation; and all other applicable and regulations relating to the processing of personal data, data privacy, electronic communications, marketing and/or data security in each case as from time to time in force, amended, replaced or otherwise incorporated into law, and all subordinate legislation made under any of the above.

"**Effective Date**" means the date this Agreement is signed by AMS.

"**Equipment**" means the hardware identified on the applicable Schedule.

"**Monitoring Services**" means the remote collection, compilation and reporting of data received from the Equipment.

"**Monitoring Software**" means AMS' proprietary, web-based software applications that tracks and stores data in relation to a Client and generates reports and other features and functionality as may be offered by AMS from time to time.

"**Parts**" means peripheral hardware necessary for the support of the Equipment such as, but not limited, to batteries, straps and back-plates.

"**Personal Data**" means the personal data (as defined under the GDPR) to be processed by on behalf of AMS in connection with this Agreement.

"**Products**" means collectively the Equipment and the Parts.

"**RMA**" means a Return Material Authorisation issued by AMS.

"**Services**" means collectively the; (i) the Monitoring Services; (ii) provision of training and certification necessary for Agency to use the Products; (ii) provision of technical support and telephone assistance; (iii) scheduled Equipment maintenance; (iv) disaster recovery and backup services for data relating to Clients stored using the Monitoring Software; and (v) provision of such other services and support functions as AMS may agree in writing to provide to Agency under this Agreement.

"**Territory**" means the geographic area as defined on the relevant Schedule within which Agency may provide access to the Products and Services to Clients in accordance with this Agreement.

2. SCOPE

2.1 **Scope**. Subject to the terms and conditions of this Agreement, AMS will provide the Products and the Services specified in this Agreement to Agency for use by Clients within the Territory during the Term.

3. GENERAL BUSINESS TERMS

3.1 **Payment Terms**.

3.1.1 **Purchased Products**. The price of any purchased Products will be invoiced at the time of shipment. All prices stated or referred to in this Agreement are exclusive of applicable taxes, which shall be added to invoices at the appropriate rate. Agency shall pay each invoice within ten (10) days of date of each such invoice.

3.1.2 **Reserved**.

3.1.3 **Service Fees and Other Fees**. Service fees will be invoiced on a monthly basis in arrears as incurred. Agency shall pay such invoices within thirty (30) days from the date of each such invoice. All other fees include, but are not limited to, fees for the following: attendance at Court whereby Agency has requested that AMS attend as a witness; manual check-in for inactive Equipment; repair or replacement not covered by AMS's standard Maintenance and Repair Policy referred to under Clause 6; and time spent dealing with Equipment returned to AMS without an RMA. Unless set out in the applicable Schedule, all Service and other fees will be charged at AMS's then prevailing rates.

3.1.4 **Currency; Invoiced Taxes**. Agency shall pay all invoices in British pounds sterling. All amounts and fees stated or referred to in this Agreement are exclusive of value added and other applicable taxes, which shall be added to each invoice at the appropriate rate.

3.2 **Ordering, Delivery Terms, Order Cancellation and Reschedule**.

3.2.1 **Orders**. Unless otherwise agreed in writing, Agency shall use AMS's standard order form to order any additional Equipment under this Agreement. No terms on any purchase order shall alter or amend the terms of this Agreement and, no other terms shall apply, notwithstanding any terms of Agency provided with, or otherwise appended to, the order form. An order shall be treated as an offer by Agency to contract with AMS, but shall not be binding on either party until accepted by AMS. AMS may, at its sole discretion, accept amendments to an order after acceptance. AMS shall, at its sole discretion, accept an order by confirming the same to Agency.

3.2.2 **Delivery Terms**. Delivery of the Products shall take place at the location specified in the order form ("**Delivery Location**"). Acceptance of any change to the Delivery Location requested by Agency shall be at AMS's sole discretion. Freight terms will be INCOTERMS 2010 FCA. AMS shall provide reasonable assistance in respect of any claims relating to the delivery of the Products. On delivery, Agency shall provide AMS with a delivery note and any other documentation as requested by AMS, noting any visible damage to the outermost packaging on the relevant documentation. Delivery or performance dates in relation to the supply of the Products are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery of the Products.

3.2.3 **Order Cancellation; Reschedule**. Once AMS has notified Agency of its acceptance of an order, such order shall be non-cancellable, and Products are non-returnable, except in accordance with the Maintenance and Repair Policy set out in this Agreement or the terms, if any, in the applicable Schedule. Subject to AMS's prior written consent, Agency may reschedule an order delivery date upon giving AMS not less than thirty (30) days' written notice prior to the intended commencement of the delivery. Any rescheduled delivery date requested by Agency must be within thirty (30) days of the original delivery date.

3.3 **Taxes**. All amounts referred to in this Agreement shall be interpreted as being amounts exclusive of value added tax, any similar sales tax. Agency shall be solely responsible for all taxes related to Products or Services purchased from AMS in connection with this Agreement including, by way of example and not limitation, sales, use, property, excise, value added, gross receipts, customs and import duties or fees, irrespective of whether the Products are ordered. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts. If Agency is exempt from taxes or duties of any kind, Agency will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Agreement. If Agency is required under any applicable law to withhold or deduct any amount from the payments due to AMS, Agency shall increase the sum it pays to AMS by the amount necessary to leave AMS with an amount equal to the sum it would have received if no such withholdings or deductions had been made.

3.4 **Failure to Make Payments; Suspension of Delivery and Services**. If Agency fails to make any payment due to AMS under this Agreement by the due date for payment then, without limitation to AMS's remedies under this Agreement or otherwise, Agency shall pay interest on the overdue amount, accruing on a daily basis from the due date until actual payment of the overdue amount (whether before or after judgment) at the rate of either: (a) one-and-one-half percent (1.5%) per month; or (b) the highest rate specified by applicable law,

whichever is lower. In addition, if Agency fails to pay any amount when due under this Agreement, AMS will provide written notice to Agency of such failure. If Agency does not pay any outstanding amount due within five (5) business days of the date of such notice, AMS, at its sole option, may elect to do any or all of the following; (i) reject orders from Agency for additional Products or withhold delivery of Products already ordered but not yet delivered; (ii) suspend Agency's access to the Services until Agency pays all outstanding amounts in full; and (iii) terminate this Agreement and any applicable Schedules in accordance with the terms in Clause 10.2 (ii) of this Agreement. Agency shall be liable to AMS for all costs and expenses incurred by AMS in connection with the collection of any overdue amounts, including reasonable legal fees, whether or not an action or claim is filed regarding such overdue amounts.

3.5 Title to Equipment.

3.5.1 Title to Equipment. In relation to any Products purchased by Agency, title to such Products shall only pass to Agency upon delivery by AMS to the carrier appointed to deliver such Products.

4. AGENCY RESPONSIBILITIES

4.1 Personnel Requirements. Agency shall maintain a sufficient number of adequately trained and competent personnel as necessary to carry out Agency's obligations under this Agreement.

4.2 Standards of Performance. Agency shall comply with all specifications, policies and procedures as published by AMS or as otherwise furnished to Agency from time to time, including without limitation:

4.2.1 installation, removal, maintenance and physical control of the Equipment and other management activities in relation to the Clients;

4.2.2 notifying Clients of any requirements and restrictions regarding the proper operation of and interfacing with the Monitoring Software; and

4.2.3 notifying Clients in writing of any restrictions or limitations on the use of the Equipment of which it is made aware by AMS from time to time, including but not limited to, banned products, prohibitions on tampering, health risk warnings, and swimming, bathing and personal hygiene restrictions.

Any breach of such specifications, policies and procedures shall be deemed a material breach of this Agreement and AMS shall be entitled to terminate this Agreement pursuant to Clause 10.3(ii). Agency shall indemnify AMS in full and hold AMS harmless for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by AMS including without limitation all legal expenses and other professional fees in relation to Agency's failure to comply with its obligations set out above.

4.3 Supervision. Agency shall be solely responsible for: (a) the management and supervision of the Equipment and all of its personnel using the Equipment and Monitoring Software; (b) the management of the Clients, including responding to any violations by Clients that are reported by AMS or its third party providers to Agency; and (c) the selection and implementation of the Client enrolment process and monitoring and notification options available in the Monitoring Software. AMS is not responsible or liable for Agency's failure to properly fulfil their foregoing responsibilities.

4.4 Access to Monitoring Software. Agency shall limit access to the Monitoring Software solely to those of its personnel that are authorised to enrol Clients, set notification options and otherwise access the information residing within the Monitoring Software. AMS will provide Agency with usernames, passwords and other information necessary for its personnel to access the Monitoring Software. Such user names and passwords shall be considered Confidential Information of AMS under Clause 8. Agency shall be responsible for any and all communications or transactions made by anyone using the usernames and passwords allocated to the Agency. Agency shall ensure that its personnel change their respective passwords regularly (and not less than once every six (6) months) and immediately if they believe that the same have been stolen or might otherwise be misused, or otherwise upon request by AMS. Agency shall provide written notice to AMS within twenty-four (24) hours if any previously authorised personnel's status changes such that access should no longer be allowed by such personnel, including but not limited to termination or resignation of such personnel.

4.5 Equipment and Utilities. Agency shall, at its own cost provide and maintain all necessary internet access and telecommunications equipment, software and other items/materials necessary to access the Monitoring Software. Agency agrees to notify AMS in the event of any changes so such items, including any system configuration changes or any hardware or software upgrades, which may affect Agency's ability to access the Monitoring Software, alerts or data relating to a Client.

4.6 **Compliance with Laws**. Agency shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes and other requirements of any national or other governmental agencies which apply to Agency or the provision of the Products and Services under this Agreement and Agency will obtain, maintain in full force and effect and comply with all necessary permissions, approvals, certificates, permits, licences, agreements, authorities or other (if any) required for the performance and receipt of the Services pursuant to this Agreement.

5. 5 SERVICE TERMS

5.1 **Service Scope**. AMS will provide Agency with the Services and support functions set out in the Schedule in accordance with the terms of this Agreement. Unless otherwise expressly agreed to by AMS, AMS shall not be under any obligation to, and will not, provide any Services or other assistance in relation to any equipment or products not obtained directly from AMS.

5.2 **Monitoring Service Availability**. AMS shall use commercially reasonable endeavours to make the Monitoring Services available for twenty-four (24) hours a day, seven (7) days a week except for reasons beyond the reasonable control of AMS, including without limitation: (i) equipment malfunctions; (ii) periodic planned and unplanned maintenance procedures or repairs; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures or disasters. Neither party shall be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Monitoring Services unless expressly provided in this Agreement.

5.3 **Monitoring Software Security**. AMS shall use commercially reasonable endeavours to prevent unauthorised access to restricted areas of the Monitoring Software and any databases or other sensitive material. AMS may withdraw or suspend access to the Monitoring Software by any user if AMS finds or reasonably suspects that such user is using his/her access to facilitate illegal, abusive or unethical activities or any other use in breach of this Agreement of any instructions provided by AMS from time to time. Such activities include without limitation, pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. Agency shall hold AMS harmless from any claims resulting from such use.

5.4 **Training Assistance**. AMS shall provide Agency with training and support Services relating to the proper use and deployment of the Equipment and the proper and efficient use of the Monitoring Software at AMS's then current hourly rate as set out in the applicable Schedule or as otherwise notified to Agency. The training Services shall include AMS providing Agency with on-line access to AMS's current training materials. Agency shall reimburse AMS for all travel, lodging and reasonable other expenses incurred by AMS personnel in connection with the provision of training Services, and personnel certification for, Agency's personnel.

5.5 **Additional or Changes to Services**. From time to time, AMS may revise the scope of the Services it offers to Agency, subcontract or delegate to a third party some or all of the provision of the Services, or make substitutions, additions, modifications and improvements to Monitoring Software and/or Monitoring Services. Unless otherwise agreed, any revisions to the scope of the Monitoring Services shall not affect any Monitoring Services that have already been agreed under a Schedule. Notwithstanding the foregoing, AMS may, at its sole option, decide to discontinue providing Services (or any part thereof) for specific versions of the Products.

6. MAINTENANCE AND REPAIR POLICY AND EQUIPMENT CHANGES; RETROFIT; CALIBRATION

6.1 **Maintenance and Repair Policy**. Subject to Clause 6.2, provided Agency (i) pays to AMS the Services fee(s); and (ii) installs the Equipment in accordance with AMS's instructions, for all Equipment manufactured, and provided directly by AMS, AMS shall provide the necessary maintenance and repair Services in relation to such Equipment at no additional cost to Agency, to enable such Equipment to function with the Monitoring Software in a manner substantially in accordance with the performance parameters specified in the documentation for the specific Equipment. For any Parts manufactured by third parties and sold by AMS, the service or repair Services commitment for such Part(s) shall be solely as described in the relevant Schedule for such Part(s). AMS shall use commercially reasonable endeavours to pass on to Agency the benefit of any third party warranty in relation to any Parts manufactured by such third party. Agency must return all Products relating to a claim under this Clause 6.1 within thirty (30) days of AMS issuing the RMA. AMS shall provide a returns delivery label to Agency for each return covered by a RMA.

6.2 **Maintenance and Repair Policy Exclusions**. The policy set out in Clause 6.1 shall not apply to any equipment, products or materials that are obtained from sources other than AMS or its authorised third party suppliers, or Equipment that is or becomes defective due to (i) improper use or installation, damage, accident, abuse or alteration by Agency, Clients or other third parties not under the control of AMS; (ii) failure by Agency to comply with the operating and maintenance instructions set forth in the documentation for the specific Equipment; (iii) any servicing or maintenance of the Equipment by anyone not authorised to provide such services by AMS; (iv) failure of Agency to obtain any reasonable and necessary maintenance of the Equipment as contemplated under the Agreement; (v) use of parts in the repair of the Equipment that have not been approved in writing by

AMS for use in the Equipment; or (vi) use in connection with a third party product other than that as approved in writing by AMS.

6.3 **Sole Remedy**. In the event of a breach of the Maintenance and Repair Policy set out in Clause 6.1, Agency's sole remedy shall be, at AMS's option, the repair or replacement of the affected Equipment by AMS.

6.4 **Product Changes; Retrofit Activities**. AMS may, at any time: (i) change the design or specifications of any Equipment without notice and without obligation to make the same or any similar change on any Equipment previously purchased by Agency; and (ii) to retrofit or replace (during routine maintenance or otherwise) any Equipment to incorporate any upgrades or updates then available. However, nothing herein shall obligate AMS to provide Agency with all new models of Equipment at no additional cost, and AMS may charge a fee for Equipment model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing Equipment model. Regarding the foregoing, in any case where AMS charges a fee for an Equipment model upgrade, it will provide no less than six (6) months' notice to Agency prior to discontinuing availability of the discontinued Equipment model. In addition, AMS will continue to offer repair and/or replacement services for the discontinued Equipment models under the Maintenance and Repair Policy referenced in this Clause 6 for no less than three (3) years after the date of notice of Equipment discontinuation as provided by AMS to Agency.

7. USE RESTRICTIONS; LICENSE; OWNERSHIP; DISCLAIMER

7.1 **Use Restrictions; No Modification**. Agency shall not do, or allow any third party to do, or attempt to do any of the following acts: (i) wilfully tamper with the security of the Monitoring Software or Equipment; (ii) access data on the Monitoring Software not intended for Agency; (iii) log into an unauthorised server or account on the Monitoring Software; (iv) probe, scan or test the vulnerability of the Monitoring Software or to breach the security or authentication measures without proper authorisation from AMS; (v) wilfully render any part of Monitoring Software unusable; (vi) reverse engineer, remanufacture, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software; (vii) copy, modify, adapt, alter, translate, or create derivative works based on the Monitoring Software; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, transfer or otherwise commercially exploit the Monitoring Software or make the Monitoring Software available to a third party other than as expressly contemplated in this Agreement; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party or use the Monitoring Software in connection with the creation of a product, service or software that is, directly or indirectly, competitive with, or in any way a substitute for, any services, product or software offered by AMS; (x) publish or disclose to third parties any evaluation of the Monitoring Software without AMS's or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software; (xii) except as expressly permitted in this Agreement, make it available over a network or other environment permitting access or use by multiple devices; or (xiii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

7.2 **Firmware License**. The Agency acknowledges and agrees that the Products contain firmware developed and owned by AMS or its third party suppliers. AMS hereby grants (or shall procure the grant of) a limited, non-exclusive, non-transferable, royalty-free licence, for the Term, for Agency to use the firmware in the Products. Agency's use of the Parts shall be subject to any third party licence agreements notified to Agency from time to time. AMS and its third party suppliers (as applicable) shall retain all rights to and interest in the firmware contained in the Products. Any applicable licence shall be deemed to be in effect upon delivery of the relevant Products to the Delivery Location.

7.3 **Ownership; Limited License**. The Agency acknowledges and agrees that all right, title and interest in any software or firmware provided under this Agreement and all modifications and enhancements thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by AMS or its third party suppliers (as applicable). This Agreement provides Agency only the rights expressly granted in this Agreement. In the event that Agency suggests any new features or functionality for the Equipment, Monitoring Software, Parts or Services that AMS or its third party suppliers subsequently incorporate into the relevant part of the Products, Monitoring Software or Services, any such new features or functionality shall be the sole and exclusive property of AMS or its third party suppliers (as applicable) and shall be free from any confidentiality restrictions that might otherwise be imposed upon AMS pursuant to Clause 8 below.

7.4 **Except as expressly set out in this Agreement and to the fullest extent permitted by applicable law, AMS disclaims all other warranties, whether express or implied, including any implied warranties of quality, condition, description, merchantability, non-infringement or fitness for a particular purpose**. AMS shall have no liability whatsoever in connection with any Equipment being located in an area covered by appropriate wireless coverage (if applicable), or if any Equipment fails to establish a connection with the Monitoring Software or the Monitoring Services are disabled due to network-related or similar connectivity issues. Without limiting the

express warranties set out in this Agreement, AMS does not warrant that the Services will meet Agency's requirements or that access to and use of the Monitoring Services will be uninterrupted or free of errors. Subject to Clause 9 (Data Protection), AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Neither AMS nor its third party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the Monitoring Services caused by or resulting from any act, omission or condition beyond AMS's or its third party supplier's reasonable control.

7.5 **Trademark Ownership; Use of Trademarks**. AMS is the exclusive owner or licensee of various trademarks, service marks and other words, slogans, logos and design marks that AMS uses in connection with the marketing and sale of the Equipment and Services (hereafter together, "**AMS Marks**"). Agency shall not contest the exclusive rights of AMS or its licensors to any AMS Marks at any time. Subject to AMS's prior written approval, Agency may use, on a non-exclusive basis, the AMS Marks in connection with the conduct of its business solely in connection with this Agreement; provided; however, Agency shall not use any such AMS Marks in its corporate name or the name of any other legal entity under which Agency may conduct business. Agency shall not register or attempt to register any AMS Marks in any place or jurisdiction nor shall Agency use any AMS Marks in reserving website addresses or URLs. In addition, Agency shall not (i) use any AMS Marks on any product or service offered for sale which was not purchased directly or indirectly (through an authorised supplier) from AMS; (ii) alter the AMS Marks on any Equipment; (iii) change or substitute any of its equipment in any way which infringes or lessens the validity, reputation or quality of the AMS Marks; (iv) use any AMS Marks except in strict conformance to the colour, size, form and style approved by AMS; or (v) do anything else which will in any way weaken or lessen the reputation or validity of the AMS Marks. Agency shall immediately discontinue the display or use of any AMS Marks, including but not limited to the use of any AMS Marks on its website, upon expiry or termination of this Agreement for any reason. During the Term, Agency shall immediately comply with any instructions of AMS in relation to such AMS Marks.

8. CONFIDENTIAL INFORMATION

8.1 **Confidential Information**. In connection with this Agreement a party ("**Discloser**") may provide to the other party ("**Recipient**") confidential information including without limitation: software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) any markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("**Confidential Information**"). Confidential Information specifically includes all information accessed by the Agency via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorised to do so. The parties each agree to treat this Agreement, including all Schedules and any amendments, as Confidential Information of each party.

8.2 **Nondisclosure**. Recipient shall: (i) treat the Discloser's Confidential Information as confidential; (ii) not disclose the Discloser's Confidential Information to any other person without the Discloser's prior written consent except to those employees who are directly involved in the provision of the Products or the Services and who need to know such Confidential Information in connection with the performance of this Agreement, (iii) not use such Confidential Information other than for the purposes of this Agreement; and (iv) use no less than a reasonable standard of care, in safeguarding such Confidential Information against unauthorised disclosure. Recipient agrees to have an appropriate non-disclosure agreement signed by each of its employees, agents and contractors who are exposed to Discloser's Confidential Information.

8.3 **Exceptions from Confidential Information**. Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient's possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient without access to such information.

8.4 **Required Disclosures**. If Recipient is required by a court or government order or other regulator to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose Recipient is legally required; and (ii) to the extent permitted by law, prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9. DATA PROTECTION

For the purposes of this Clause 9, "**controller**", "**processor**", "**personal data breach**", "**data subject**", and "**processing**" shall have the meanings given to such terms in the GDPR.

9.1 **Roles of the Parties**. This Section 9 ("**Data Protection**") applies to processing of Personal Data by AMS to provide the Monitoring Services, as further detailed in Annex A. Each of the parties acknowledges and agrees that for the purposes of the Data Protection Legislation, Agency is the controller and AMS is the processor. [The Agency acknowledges that AMS may process Personal Data relating to the operation, support, or use of the Monitoring Services for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, product development, and compliance with law].

9.2 **Types of Processing**. The types of Personal Data, categories of data subject to whom it relates, and the subject matter, duration, nature and purposes of the processing to be carried out under this Agreement are set out in Annex A. If Agency wishes AMS to process different data and/or for different purposes, it will promptly notify AMS of the proposed changes to this Agreement and will notify AMS of any proposed amendments to Annex A required to ensure that it remains accurate, up-to-date and complete. If AMS approves the proposed amendment, then Annex A shall be replaced by the amended version. If AMS and Agency do not agree the proposed amendment, AMS will continue to process Personal Data in accordance with the then current version of Annex A.

9.3 **Data Processing Obligations**. AMS shall: (a) in relation to the processing of Personal Data, comply with its obligations under the Data Protection Legislation; (b) process (and will procure that its personnel will process) the Personal Data only: (i) in accordance with Agency's written instructions from time to time; or (ii) as otherwise required by law, and only to the extent and in such a manner as is necessary for AMS to provide the Monitoring Services and to perform its other obligations under this Agreement in accordance with this Agreement and not for any other purpose; (c) immediately notify Agency if it is subject to a legal obligation that requires it to process Personal Data in contravention of the Agency's instructions or if AMS believes any of Agency's instructions relating to processing Personal Data breaches any Data Protection Legislation; (d) only disclose the Personal Data to, and ensure that access to the Personal Data is limited to, those of its personnel who are bound by confidentiality obligations in relation to the Personal Data; (e) not transfer any Personal Data to an international organisation or any country outside the European Union or the United Kingdom other than in accordance with Data Protection Legislation; (f) implement appropriate technical and organisational measures designed to ensure a level of security appropriate to the data security risks presented by processing the Personal Data, including the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed as required under Data Protection Legislation; and (g) notify the Agency without undue delay after becoming aware of a Personal Data Breach involving Personal Data.

9.4 **Return or Deletion of Personal Data**. When AMS ceases to provide the Services relating to processing Personal Data pursuant to this Agreement, AMS shall, at Agency's option, delete or return to Agency all Personal Data and, subject to any agreed retention requirements, delete all copies of the Personal Data except in so far as AMS is required by law to continue to store such copies.

9.5 **Information, Cooperation and assistance**. AMS shall at Agency's cost, take appropriate technical and organisational measures to assist Agency in fulfilling its obligations to respond to any request by any data subject to exercise any data subject right under articles 12-23 inclusive of the GDPR or any equivalent or implementing legislation, in each case only to the extent that the data subject's request relates to the processing of Personal Data by AMS pursuant to this Agreement. AMS will, at Agency's request and cost assist Agency in complying with its obligations under articles 32-36 inclusive of the GDPR or any equivalent or implementing legislation, in each case only to the extent that Agency's request relates to the processing of Personal Data by AMS pursuant to this Agreement.

9.6 **Records, Audits and Inspection**. AMS shall at Agency's request and cost, make available to Agency all information required to demonstrate AMS's compliance with its obligations in relation to data processing under this Agreement. AMS shall, on reasonable notice during business hours allow Agency, its statutory or regulatory auditors, and in each case their authorised agents, access to the information referred to in this Clause 9.6 as Agency may require in order to verify AMS's compliance with its obligations in relation to data processing under this Agreement. Unless Agency has reasonable grounds to believe AMS has committed a material breach of this Clause 9, Agency may not exercise its audit right more than once in any twelve (12) month period. Agency shall use all reasonable endeavours to ensure that the conduct of any audit by Agency or its authorised agents does not unreasonably disrupt AMS or its business. Any audit by Agency or its authorised agents will be limited to an audit of the Personal Data and the processes relating to such Personal Data and will not include any information relating to any other customer of AMS or any other third party.

9.7 **Sub-processors**. Agency acknowledges and agrees that AMS's affiliates may be retained as sub-processors. Subject to Clause 9.8, AMS may also engage third party sub-processors, AMS shall notify Agency of any additional or replacement sub-processors before authorising such new sub-processors to process any Personal Data. If AMS sub-contracts the processing of any Personal Data, AMS shall: (a) enter into a written agreement with such sub-processor and include in that agreement at least obligations on such sub-processor which are equivalent to the obligations on AMS in relation to Personal Data under this Agreement; and (b) where the sub-processor fails to fulfil its data protection obligations, remain fully liable to the Agency for the performance of the sub-processor's obligations.

9.8 **Objection right for new sub-processors**. Agency may object to AMS's use of a new sub-processor by notifying AMS promptly in writing within ten (10) business days after receipt of AMS's notice pursuant to Clause 9.7. If Agency object to a new sub-processor, AMS will use commercially reasonable endeavours to make available to Agency a change in the Services or use of the Services to avoid processing of Personal Data by such new sub-processor without unreasonably burdening Agency. If AMS is unable to make available such change within a reasonable period of time, AMS may terminate the applicable Services or part thereof by providing written notice to Agency.

9.9 **Agency obligations**. Agency shall: (a) comply with its obligations under the Data Protection Legislation which arise in relation to this Agreement and the receipt of the Services; (b) not do or omit to do anything which causes AMS to breach any of its obligations under the Data Protection Legislation; and (c) reimburse AMS for any reasonable costs incurred by AMS in performing its obligations under Clauses 9.4, 9.5, and 9.6, in each case except to the extent that such costs were incurred as a result of any breach by AMS of any of its obligations under this Clause 9 or the Data Protection Legislation.

9.10 **Agency Warranties**. Agency represents, warrants and undertakes to AMS that: (a) Agency has obtained the Personal Data in accordance with the Data Protection Legislation; and (b) it has one or more valid grounds for AMS's (and any sub-processors of AMS') processing of the Personal Data in accordance with this Agreement, in each case so that AMS's and its sub-processor's processing of the Personal Data in accordance with this Agreement complies with the Data Protection Legislation. Agency agrees to indemnify and hold AMS, and its sub-processors, harmless from any and all Losses arising out of or in connection with any claim(s) arising from any breach of the warranties set out in this Clause 9.10.

10. TERM AND TERMINATION

10.1 **Term**. This Agreement shall commence from the Effective Date and shall continue for the period specified on page one (the "**Initial Term**") unless terminated earlier in accordance with its term. Upon expiry of the Initial Term (and each Renewal Term), this Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term") unless either party provides the other with a written notice of termination not less than thirty (30) days prior to the end to the then current Initial Term or Renewal Term (as applicable). The Initial Term, together with all Renewal Terms, is referred to as the "**Term**".

10.2 **Termination for Convenience**. After the Initial Terms, either party may terminate this Agreement for convenience upon the giving of ninety (90) days prior written notice.

10.3 **Termination for Breach**. Either party may terminate this Agreement (i) immediately if a voluntary or involuntary petition in bankruptcy, receivership, assignment for the benefit of creditors or other similar insolvency action is filed or levied against the other party and not discharged within fourteen (14) days after the filing or levied thereof; (ii) by written notice by the non-breaching party, if the other party fails to cure any non-payment of money owed to the other party under this Agreement within thirty (30) days of such notice; (iii) by written notice by the non-breaching party, if the other party fails to cure any material breach of this Agreement (other than non-payments described in Clause (ii) above) within sixty (60) days of such notice (it is understood, however, that a violation of law, breach of confidentiality or misuse of access grants that cannot be cured shall be grounds for immediate termination); (iv) in the event of a purported assignment without written permission; or (v) immediately, by written notice by the non-breaching party, upon the second commission of a previously remedied material breach under Clause (iii) above.

10.4 **Termination for Non-Appropriation of Funds**. In the event that Agency is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Agency's financial obligations; hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the Agency, Agency may terminate this Agreement, without further financial obligation or liability to AMS other than to pay for Products and Services previously delivered to Agency or performed for Agency.

11. EFFECT OF TERMINATION; SURVIVAL AND SERVICES TO CUSTOMERS

11.1 **Effect of Termination**. Upon any termination of this Agreement or any Schedule incorporated by reference herein, Agency shall provide AMS with all outstanding payments due and, within ten (10) days of the termination, return to AMS all Equipment not owned by Agency at such date or, if so directed by AMS, to AMS's third party supplier. Upon termination of this Agreement, each party shall deliver or destroy (at the option of the other party) all Confidential Information of the other party which is in its possession, care or control within thirty (30) days of termination except for Confidential Information periodically backed-up in accordance with the Recipient's normal archive and/or back-up procedures including any archived Client data. Agency shall, promptly and in any event within thirty (30) days after the effective date of termination or expiration, remove all reference to AMS from Agency's materials including without limitation business cards, business forms, web site, advertising, literature, and

place of business and shall discontinue any use of any name, trademark, trade name, service mark, slogans or logo suggesting that Agency has or had any relationship with AMS without AMS's prior written and specific consent.

11.2 **Survival**. Upon any termination of this Agreement, all rights of Agency granted under this Agreement shall cease and all obligations of the parties shall terminate (other than payment or monetary obligations accrued to the date of such termination) except that any indemnity obligations of either party, and Clauses 7.3, 8, 9.4, 9.5, 9.6, 11.1, 11.2, 12, 13.1 and 13.2 which shall survive termination of this Agreement for any reason.

12. LIMITATION OF LIABILITY

12.1 Each party agrees, to the extent permitted by applicable law, to defend, indemnify and hold the other party and its officers, directors, shareholders, employees and third party suppliers (collectively, the "**Indemnified Parties**") harmless from and against all claims, actions, proceedings, losses, damages, costs and expenses, (including without limitation court costs and reasonable legal fees) ("**Losses**"), arising out of or in connection with the negligence or wilful misconduct of the other party's personnel, subcontractors or agents. Further, Agency shall indemnify and hold harmless AMS's Indemnified Parties against any Losses arising out of or in connection with the acts of any Client assigned to wear any Equipment, including without limitation (and subject always to Clause 12.5, any claims for personal, injury property damage or death, provided that: (i) the indemnifying party is given prompt written notice of any such claim and request for indemnification and defence; (ii) the indemnifying party provides is given sole control of the defence or settlement of the claim; and (iii) the indemnified party provides reasonable cooperation to the indemnifying party in the defence and settlement of such claim, at the indemnifying party's expense.

12.2 Subject to Clause 12.5, neither party shall be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, business interruption, depletion of goodwill and/or similar losses or loss or corruption of data, information or property, or pure economic loss, or for any special, indirect or consequential Losses however arising under this Agreement even if it has been advised of the possibility of such Losses.

12.3 Subject to Clause 12.5, Agency assumes sole responsibility for the acts and omission of any Client in connection with their use of the Equipment and any of the Services. AMS shall have no liability whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any acts or omission of any Clients.

12.4 Subject to Clause 12.5, AMS's aggregate liability to Agency in each Liability Period (defined below) in respect of any and all claims of any nature (including in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise), arising directly or indirectly out of or in connection with this Agreement or the performance or contemplated performance of this Agreement, in each case in respect of all incidents or series of incidents arising in such Liability Period, shall be limited to, an amount equal to the aggregate amounts paid by Agency to AMS in respect of the twelve (12) calendar months immediately preceding the earliest event giving rise to such claim (the "**Liability Period**") less any amounts paid by AMS to Agency in such Liability Period under this Agreement.

12.5 Nothing in this Agreement excludes or limits the liability of either party for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors or any other liability which cannot be limited or excluded by applicable law.

12.6 The parties acknowledge and agree that the commercial provisions and compensation set out in this Agreement have been agreed between the parties on the basis of the allocation of liability in this Clause 12 and the remainder of this Agreement, and such allocation represents the agreed and bargained for understanding of the parties and such limitation shall apply even if any exclusive remedy in this Agreement fails of its essential purpose.

13. MISCELLANEOUS PROVISIONS

13.1 **Applicable 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 laws of England without regard to its conflicts of laws provisions. Subject to Clause 13.2, AMS and Agency irrevocably agree to the nonexclusive jurisdiction of the English courts 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.

13.2 **Arbitration**. In the event of a dispute arising out of or relating to this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be referred to and finally resolved by arbitration before a sole arbitrator appointed and operating pursuant to the London Court of International Arbitration ("**LCIA**") Rules,

such LCIA Rules are deemed to be incorporated by reference into this Clause. The seat, or legal place, of arbitration shall be London, England. The governing law of the contract shall be the substantive law of England and the language to be used in the arbitral proceedings shall be English. The written decision of the arbitrator shall be final, binding and, if required, convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the LCIA.

13.3 **Injunctive Relief**. Nothing in Clause 13.2 shall prevent either party from instigating legal proceedings at any time to apply to a court for a preliminary injunction or other equitable relief where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Clauses 7 and/or 8).

13.4 **Records Retention and Audit Rights**. Agency shall retain all records relating to the Agreement or any Schedule for a period of at least seven (7) years after termination of the Agreement or applicable Schedule. During the Term, upon ten (10) days prior written notice, and not more than once per year (unless circumstances warrant additional audits as described below), AMS may audit Agency's procedures and records that relate to the obligations under this Agreement. Notwithstanding the foregoing, the parties agree that AMS may conduct an audit at any time, in the event of (i) audits required by governmental or regulatory authorities or (ii) investigations of a breach of this Agreement.

13.5 **Assignment**. Except as expressly permitted herein, neither party may assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement, without the prior written consent of the other party. Any such attempt to assign or transfer without such consent shall be void. Notwithstanding the foregoing, AMS may transfer or assign this Agreement to an entity that is an affiliate of AMS or, in the event of a sale of all or substantially all of its assets or equity, in each case without the consent of Agency. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties. AMS may subcontract the performance of any of its obligations under this Agreement. AMS shall remain responsible for all acts and omissions of its subcontractors (and their employees) as it they were its own.

13.6 **Independent Contractor**. Nothing in this Agreement is intended to, or shall operate to create a partnership or joint venture between the parties, or authorise either party to act as an agent or distributor for the other and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). AMS is to be and shall remain an independent contractor with respect to Products provided or Services performed under this Agreement.

13.7 **Force Majeure**. Except for the obligation to make payments as provided herein, neither party shall be liable to the other party or in default under this Agreement if it is prevented or delayed in performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes or other industrial disputes, failure of a utility service or transport or communications network, wars, act of God, natural disaster, riot or civil commotion, malicious damage, acts of the public enemy, compliance with any law or government order, rule, regulation or direction, government restrictions, fire, flood, storm or acts of terrorism. Such party shall promptly notify the other party and use reasonable efforts to remove the cause and continue its performance under this Agreement whenever the cause is removed.

13.8 **Notices**. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail or overnight delivery service.

13.9 **Waiver**. Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorised representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default.

13.10 **Severability**. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and such modification or deletion shall not affect the validity and enforceability of the rest of this Agreement.

13.11 **Third Party Rights**. No one other than a party to this Agreement (and their permitted assignees) shall have any right to enforce any of its terms. For the avoidance of doubt, no Clients shall have the right to enforce any terms of this Agreement against AMS. The rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

13.12 **Publicity**. Subject to Clause 8, AMS may issue news releases, press releases or other communications regarding the intended nature of the relationship between the parties in connection with this Agreement to potential investors and customers. However, AMS shall not disclose any names of Clients without the prior written approval of the relevant Client.

13.13 **Headings**. Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.

13.14 **Execution**. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Transmission of the executed signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement. If either method of delivery is adopted, without prejudice to the validity of the Agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

13.15 **Entire Agreement**. This Agreement constitutes the entire understanding of the parties, and supersedes and extinguishes all prior promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter. Each party agrees that it 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 Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

13.16 **Variation**. This Agreement may not be modified or amended except in writing and signed by both parties (and their authorised representatives).

THIS AGREEMENT has been entered into by each party's duly authorised representatives on the date of signature by AMS below.

		ALCOHOL MONITORING SYSTEMS LIMITED	
By:	_____	**By**:	_____
Name:	_____	**Name**:	_____
Title:	_____	**Title**:	_____
Date:	_____	**Date**:	_____

ANNEX A - DESCRIPTION OF DATA PROCESSING

1 **The subject matter and duration of the processing of the Personal Data**

2 **The purpose of processing the Personal Data**

3 **The nature of the processing of the Personal Data**

4 **A description of the types of Personal Data**

5 **A description of the categories of data subjects**

6 **The obligations and rights of the Agency as controller**.

PRODUCT AND SERVICE SCHEDULE
TO
MASTER AGENCY AGREEMENT

AGENCY: _____

This **PRODUCT AND SERVICES SCHEDULE ("Schedule")** to the **MASTER AGENCY AGREEMENT** (the "**Agreement**") is entered into as of the Effective Date by and between **ALCOHOL MONITORING SYSTEMS LIMITED**, ("**AMS**") incorporated and registered in England and Wales with company number 07993509 whose registered office is at 5th Floor, 3 Stockport Exchange, 3 Railway Rd., Stockport SK1 3GG, and the Agency identified above. The Agreement incorporates by reference any and all **Schedules** executed by the parties. Capitalised terms used herein not otherwise defined in this Agreement are those as defined in the applicable Schedule(s). Should there be a conflict between the terms of the Agreement and this Schedule, the terms of the Schedule shall prevail.

AMS hereby desires to provide Agency with Equipment and sell the Agency supporting Services and Agency desires to order such Equipment and purchase such Services as defined in this Schedule during the Term.

1. DEFINITIONS

a. **"Active Equipment"** means any Equipment unit actively using the Monitoring Software.

b. **"Additional Monitoring Services"** means, if Agency is purchasing such services, the additional Monitoring Services provided by AMS and as further defined on Attachment 1, at the pricing set forth in Attachment 1, Schedule A.

c. **"CAM Equipment"** means, if applicable per the pricing table below, an ankle bracelet device that continuously monitors alcohol levels and if configured as a kit, the base station.

d. **"Service Fee"** as used on the Schedule(s) means the Monitoring Service fee charged by AMS to Agency per each Equipment unit, per day using the Monitoring Services.

e. **"Equipment"** means collectively the GPS equipment, CAM equipment, various base stations, the Remote Breath Analyzer, the Radio Frequency House Arrest bracelet, Wireless Multi-connect devices and various base stations if sold separately rather than in kit configuration.

f. **"GPS Equipment"** means, if applicable per the pricing table below, a device that monitors Client's geophysical location based on exclusion and inclusion zones and includes the base station if configured as a kit.

g. **"House Arrest Equipment"** means, if applicable per the pricing table below, an electronic ankle device that monitors Client's adherence to a home arrest curfew schedule and includes the base station if configured as a kit.

h. **"Remote Breath Equipment"** means, if applicable per the pricing table below, a device that measures alcohol levels in the breath and may have facial recognition capabilities.

i. **"SLA"** means the Service Level Agreement Information document, which is attached to this Schedule as Attachment 1 and is only applicable if Agency is purchasing or renting Equipment with Additional Monitoring Services. Specific SLA protocols will be agreed to in a separate SLA document signed by Agency.

j. **"Wireless Base Station"** means, if applicable per the pricing table below, an AMS device that uses cellular transmission to connect with another device, such as a House Arrest or CAM bracelet.

2. TERRITORY:

3. EQUIPMENT AND SERVICE LIMITATIONS AND SPECIAL REQUIREMENTS

3.1 GENERAL EQUIPMENT LIMITATIONS

3.1.1 **Alcohol Detection.** The CAM Equipment is not designed to give immediate notification of alcohol detection.

3.1.2 **Tamper Efforts.** AMS makes no assurances that the any Equipment worn by a Client will detect all tamper efforts.

3.1.3 **Submergence in Water or Other Liquid.** Equipment is not designed for submergence in liquids. Certain Equipment can tolerate limited water exposure such as that encountered when showering.

3.1.4 **Failure by Agency to Adhere to Maintenance Schedules**. AMS bears no liability for Agency's failure to adhere to Equipment maintenance notifications and/or schedules related to equipment and calibration.

3.2 REMOTE BREATH EQUIPMENT LIMITATIONS

3.2.1 **Set Up.** Agency is responsible for entering and updating schedules for each Client and setting up all relevant notifications, including all methods and events. Further, Agency is responsible for establishing a program providing the necessary criteria to interpret all testing results provided by AMS. The Equipment is intended to be used to determine if a Client has consumed alcohol. It is a professional device designed to be used by trained Agency personnel in conjunction with a routine Agency-run equipment maintenance and calibration oversight program. Use by untrained personnel or without periodic maintenance or calibration may result in invalid results or incorrect interpretation of results.

3.2.2 **Breath Test Results**. AMS will not analyze or interpret testing results, reporting histories, or provide an opinion as to whether the Client has consumed alcohol. The concentration of alcohol in the blood of the Client cannot be exactly determined by using a breath alcohol-screening device. Blood alcohol concentration depends on a number of variables including, but not limited to, the amount of alcohol consumed, the rate at which it was consumed, body size, age, physical health and the rate of which the Client metabolizes alcohol. No vehicle or machinery should ever be operated after alcohol consumption, regardless of the breath test result as even small quantities of alcohol can result in driving impairment.

3.2.3 **Other Limitations**. The SCRAM Remote Breath Equipment is not waterproof and should not be immersed in or exposed in any way to liquids. Equipment damaged by Clients or by exposure to water will not be repaired and is subject to the lost/damaged Equipment unit replacement fee.

3.3 **ADDITIONAL MONITORING SERVICES – 24/7 REQUIREMENTS.** Additional Monitoring Services are supported by a separate SLA document, which must be completed for each Client. Each SLA specifies, among other things, the type, description and price of the Monitoring Services to be provided. Any modifications of the terms of the SLA shall be made solely in writing and mutually executed by the parties and any other attempt to modify the terms of the SLA shall be void. AMS is not liable for; (i) the actions or inactions of Agency or its employees, contractors and agents that result in delay or error in the Services; (ii) failure to report Client non-compliant activities to appropriate supervising authorities when potential bond, parole or probation violations have occurred; or (iii) inaccurate information provided or input into the Monitoring Software, including Client or other contact information, GPS inclusion/exclusion zone set up and offender schedule information and associated protocols.

3.4 **WIRELESS EQUIPMENT AND NETWORK LIMITATIONS.** AMS provides a choice of data network providers as a part of its Services for the Wireless Multi-connect Device and other Equipment. AMS accepts no responsibility or liability for wireless data coverage or lack thereof. No data will be transmitted when a data network that is supporting the Equipment is not available. Wireless Multi-connect Devices do not provide caller location or caller identification.

4 EQUIPMENT AND SERVICE PRICING:

4.1 Purchased Equipment.

Equipment Type	Quantity	Price per Unit	Service Fee per Unit, per Day
CAM Kit Wireless Base Station (Kit includes CAM Bracelet and Wireless Base Station)			
CAM Bracelet			
CAM Standalone Wireless Base Station			
GPS Bracelet			
GPS Beacon			
GPS On Body Charger			
Remote Breath Kit			

Note 1: If purchasing the Wireless Base Station kitted with CAM Equipment, the Service Fee will be invoiced at the amount for CAM Kit listed above, plus the Service Fee amount listed above for the CAM Wireless Base station as if it were purchased/rented as a standalone unit.

5. ADDITIONAL SERVICES

Training: AMS will provide Agency personnel with training in the use of the Products. Any such training will be at no charge to Agency.

RB Associated Consumables: AMS will provide 1 calibration kit for each order with a quantity of 30 Remote Breath Equipment units.

Consumables: AMS electronic monitoring devices require the use of certain consumable items for proper operation. Consumables are provided on a monthly basis in accordance with utilisation at no additional charge up to the amount of the customer's normal expected usage for a particular product, usually based on monitored days. Consumables in excess of normal expected usage are available for purchase. A complete listing of consumables for AMS electronic monitoring devices, including current purchase price, can be obtained from your local account manager.

6 MOBILE APPLICATIONS:

TouchPoint

Overview: TouchPoint is an AMS proprietary mobile application designed for use by Clients who are using AMS or other electronic monitoring devices under the Agency's supervision. AMS will provide the Agency with TouchPoint training. Clients will download TouchPoint to their cell phone and upon first use agree to the TouchPoint Mobile Application Terms and Conditions of User. The Agency will provide TouchPoint training to the Clients.

TouchPoint Price/Billing:

Price: TouchPoint Client Users wearing AMS Equipment: No charge

TouchPoint Client Users not wearing AMS Equipment: £XXX per TouchPoint Client User, per day when active

Billing: AMS will invoice the Agency monthly in arrears. Payment terms will be those as set forth in the Agreement. TouchPoint price is subject to change upon availability of additional features/function. AMS will contact Agency if the price changes and if the new price cannot be agreed on by Amendment on this Agreement, TouchPoint will become unavailable with 30 days prior notice.

Ally

Overview: The Ally Mobile Application is an AMS proprietary mobile application designed for Victim notification used to alert a Victim when a Client wearing an AMS GPS Bracelet is in geographic proximity of the Victim's phone. AMS will provide the Agency with Ally Mobile Application training. Victims will download the Ally Mobile Application to their cell phone and upon first use agree to the Ally Mobile application terms and Conditions of Use. The Agency will provide Ally Mobile Application training to the Victim. The alert geographic boundary is set by the Agency in the Monitoring Software. The Client must be on a 1x1 rate plan if they are paired with a Victim. The term "**Victim"** means a person who is a participant in a victim notification program managed by Customer and who is authorized by Customer to download and activate the Ally Mobile Application on his/her personal mobile device so that the Victim can receive alerts related to the Client based on parameters set up by Customer in the Monitoring Software.

Required Actions by Customer, Client and Victim:

It is understood and agreed by the parties that the Ally Mobile Application is to be used as a part of a written victim notification program managed by Customer whereby the Client is enrolled in a GPS monitoring program requiring the wearing of a SCRAM GPS Ankle Monitor Bracelet.

The Ally Mobile Application is not a substitute for the Victim remaining vigilant to protect his/her personal safety and cannot be relied upon as the sole means of maintaining the Victim's personal safety. Each Victim must comply is all respects with the detailed requirements listed in the Ally Mobile Application Terms and Conditions which are available via a link in the Ally Mobile Application. In addition, the timely receipt and/or accuracy of alerts from the Ally Mobile Applications are dependent upon: (i) the Victim's full compliance with the requirements of the Ally Mobile Application Terms and Conditions; (ii) full compliance of the Client with the requirements of his/her GPS location monitoring program, including but not limited to, the Client not tampering with or removing his/her device; (iii) the proper set up and maintenance in the Monitoring Software by Customer of all zones, schedules and victim information for the relevant Client; and (iv) the Client's SCRAM GPS Ankle Monitor Bracelet being "active" so that notifications can be sent to the Ally Mobile Application. Customer shall be solely responsible for the management and supervision of any Client, Victims or Customer personnel using the Monitoring Software. In addition, Customer is solely responsible for (i) the development of a Victim notification program, (ii) the maintenance of a separately contracted GPS monitoring program requiring the wearing by Clients of SCRAM GPS Ankle Monitor Bracelets, (iii) the selection and implementation of the Victim enrollment process, (iv) the set up and maintenance of the monitoring and notification options available in the Monitoring Software (including maintenance of all zones, schedules and victim information) and (v) the training of Victims in the set up and use of the Ally Mobile Application. AMS is not responsible or liable for Customer's failure to properly fulfill its foregoing responsibilities. **AMS IS NOT RESPONSIBLE OR LIABLE TO CUSTOMER, CLIENT OR VICTIM IF THE ALLY MOBILE APPLICATION DOES NOT PROVIDE TIMELY OR ACCURATE NOTIFICATIONS OR ALERTS DUE TO A FAILURE OF CUSTOMER, CLIENT OR VICTIM TO COMPLY WITH ANY OF THE FOREGOING.**

Price: £XXX per day, per Victim per Ally user.

Billing: AMS will invoice the Agency monthly in arrears. Payment terms will be those as set forth in the Agreement. Ally price is subject to change upon availability of additional features/function. AMS will contact Agency if the price changes and if the new price cannot be agreed on by Amendment on this Agreement, Ally will become unavailable with 30 days prior notice.

IN WITNESS WHEREOF, the parties' hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last signed by AMS.

THIS SCHEDULE, AND THE AGREEMENT OF WHICH IT IS A PART, IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PRIOR SCHEDULE AND ANY PROPOSALS AND UNDERSTANDINGS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SCHEDULE. By execution, both signers certify that each is authorized to execute the Schedule on behalf of their respective companies.

ALCOHOL MONITORING SYSTEMS LIMITED

By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____		

Signed by AMS and effective as of: _____

Effective Date