

Reliance Protect – Body Worn Video Services Standard Terms & Conditions
GCloud 15 Framework Lot 2b



The terms set out as below ("Terms") in addition to the Order Form to which they are attached, and the Call-Off contract under the G-Cloud 15 Framework Agreement, set out the entire agreement between the parties for the provision of body worn video services by Reliance High Tech Limited ("Reliance") to the Customer (the "Agreement").

1. DEFINITIONS

1.1 Words and expressions defined in these Terms shall have the meaning given to them in these Terms. In addition:

Accessories means additional equipment including, but not limited to, charging docks, network connection hubs, power supply units, network routers, body worn camera attachments.

Authentication means the process of confirming the identity of employees of the Customer through, but not limited to, the use of passwords or codes, written requests from authorised email addresses, requests on company headed paper signed by an authorised person, telephone calls made directly from Reliance to authorised mobile phone numbers, questions and answers, confirming date of birth.

Authorised User means any employee of the Customer to whom the Customer has provided a Device in order for such employee to benefit from the Services.

Call-Off Contract means the form of contract included in the GCloud 15 Framework Agreement.

Commencement Date is the commencement date of the Services and is detailed in the Order Form.

Customer means the organisation detailed in the Order Form.

Customer Contact is the key, primary contact for the Customer.

Customer Data means any all data hosted on the Services created and/or owned by the Customer

Delivery Address is the address in the Contract Details of the Order Form, unless agreed otherwise between Reliance and the Customer.

Device means the body worn camera device and any supporting smartphone application provided to the Authorised User by Reliance

Early Termination means the termination of the Agreement prior to the end of the Term.

Initial Term is the duration term of the Agreement for Reliance to provide the Services as defined in the Order Form, excluding any subsequent term extensions.

Price is the monthly charge per Device as defined in the Order Form.

Services means the provision of body worn camera devices and accessories; incident monitoring and escalation services, Surveillance, cloud hosted services for storing and managing video footage, software, training and supporting training materials, management reports, any other services supplied in connection with these services.

Software means any software products made available to the Customer by Reliance as part of the Services.

Surveillance means the monitoring of audio and/or video of an Authorised User through a Device by Reliance where neither the Authorised User nor the Device through automated alarm activation features have activated an alarm.

Term is the duration of the Agreement which shall include the Initial Term and any extensions to the Initial Term pursuant to clause 10.1.

2 PROVISION OF SERVICES

2.1 In consideration of the payment of the Price by the Customer to Reliance, Reliance shall provide the Services to the Customer.

2.2 Reliance reserves the right to alter or modify the Services from time to time provided such alteration or modification does not materially affect the functionality or performance of the Services.

2.3 Reliance shall only perform Surveillance of an Authorised User upon request by the Customer contract manager as detailed on the Order Form and subject to successful Authentication of that contract manager.

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- 2.4 Reliance may, during the Term, give the Customer access to online portals for contract administration purposes and to enable the Customer to manage the information required by RHT to provide the Services, and to allow the Customer to manage and store video footage. Reliance reserves the right to alter the information made available or to suspend such access without notice and without any liability on its part. Access to the online portals may be subject to acceptance by the Customer of website terms and conditions of use.
- 2.5 Prior to the exchange of any sensitive Customer information between Reliance and the Customer during the Term as part of delivering the Services, successful Authentication will be required.

3 DEVICES & ACCESSORIES

- 3.1 Unless agreed to the contrary, delivery of the Devices and Accessories shall take place to the Customer's nominated Delivery Address. The Customer is responsible for the Devices and Accessories, and for their proper use. If any Device or Accessory is lost, misused, destroyed or damaged whilst under the control of the Customer or an Authorised User, the Customer shall pay Reliance's charges for its replacement or repair and reconnection (details of which are available on request from Reliance). The Customer must not interfere with the Devices or Accessories, nor permit anybody other than Reliance or a third party authorised by Reliance to do so.
- 3.2 The Customer shall ensure that Authorised Users only use the Device or Devices they have been given access to.
- 3.3 Notification of non-delivery of any Device or Accessory must be made in writing to Reliance in accordance with clause 16.3 within 7 days of the date that Reliance advises the Customer that the Devices and/or Accessories are to be delivered. If the Customer fails to notify Reliance of non-delivery within this period, the Customer shall be deemed to have received all of the Devices and/or Accessories.
- 3.4 The Customer acknowledges that each Device shall remain the property of Reliance during the Term and thereafter but it is the responsibility of the Customer to keep the Devices safe until they are delivered back to Reliance at the end of the Term or upon Early Termination in accordance with clause 15.
- 3.5 The Customer acknowledges that each Accessory shall remain the property of Reliance until payment in full for such Accessory is received by Reliance, at which point title to the Accessory shall transfer to the Customer.
- 3.6 The Customer shall (at the Customer's risk and expense) return all Devices and associated peripherals to Reliance at the end of the Term or upon Early Termination in accordance with clause 14. Devices not returned following the end of the Initial Term, any subsequent extension period or upon Early Termination, or returned damaged, will be subject to a fee of £305.99 per VT100 Device, £349.99 per V200 Device, £529.99 per VB400 Device, and £692.00 per V500 Device. Devices not returned, or returned but damaged beyond economic repair, will be subject to a fee of £305.99 per VT100 Device, £349.99 per V200 Device, £529.99 per VB400 Device, and £692.99 for the V500 Device. Any Devices not returned to Reliance within the 30 days will be deemed not returned and charges levied accordingly. The Customer shall pay Reliance any charges incurred under this clause within 30 days of date of invoice.

4 SERVICE AVAILABILITY

- 4.1 During the Term, Reliance shall use reasonable endeavours to ensure that:
- (a) the Services are accessible by the Customer on a 24 hour, 7 day a week basis; and
 - (b) the Customer has access to and use of the Services, subject to routine and emergency maintenance, repairs, configurations or upgrades of the same.
- 4.2 Reliance shall have no liability to the Customer for the Customer's inability to access or for errors in the functioning of the Services which are attributable to any of the following: operator error; provision of incorrect information by the Customer; power failures; malicious interference; any downtime or outages from any subcontractor or other lack of coverage of WiFi networks, and mobile telecommunications networks used for the purpose of providing Services.
- 4.3 The Reliance incident monitoring and escalation services are only available to Devices located in the United Kingdom and the Republic of Ireland.
- 4.4 Where the escalation element of the Services involves reporting an incident to the police, Reliance cannot guarantee that the police will respond to the incident. An incident will be reported to the Police in line with the guidelines detailed in the National Police Chief's Council (NPCC) Police Response to Security Systems Policy. An incident will not be reported if, in the monitor's sole discretion, the location of the Authorised User cannot be established with reasonable certainty. Incidents from Devices located in the Republic of Ireland (ROI) are not covered by the NPCC guidelines and are therefore reported to the ROI Police via different escalation processes.

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5 SUPPORT AND MAINTENANCE

- 5.1 The Customer has nominated a contact ("Customer Contact") to consolidate the Customer's queries regarding the Services and details of the Customer Contact are set out in the Order Form. The Customer shall inform Reliance of any changes to the Customer Contact details. Reliance shall not be under any obligation to respond to general queries raised by representatives other than the Customer Contact.
- 5.2 Reliance will supply the Customer with a helpdesk in the form of a telephone number and email address which will be manned during Reliance's business hours which are Monday to Friday from 08:00 to 18:00 ("Helpdesk"). The Customer shall direct all Services queries to the Helpdesk.
- 5.3 Reliance will promptly acknowledge receipt and respond to any problems with the Services notified to it via the Helpdesk and as soon as reasonably practicable investigate the reported problem and thereafter use its reasonable endeavours, taking into account the severity level of the problem, to promptly correct such problem.
- 5.4 If Reliance is of the opinion that it cannot resolve the problem or provide a workaround to the problem, Reliance shall notify the Customer. If the failure substantially hinders or prevents the Customer from using a material part of the functionality of the Services for a period of 40 days or more, the Customer shall be entitled to terminate this Agreement forthwith by written notice to Reliance. Reliance will make a pro-rata refund of the Price paid by the Customer reflecting the unexpired period covered by such Price.
- 5.5 The problem resolution service in clauses 5.3 and 5.4 shall not include the provision of services for problems attributable to any of the circumstances listed in clause 4.2. Should Reliance agree to provide any support that falls within such exclusion, Reliance shall be entitled to make an additional charge in accordance with its standard scale of charges from time to time in force.
- 5.6 Reliance shall be entitled to suspend access to the Services:
- (a) on reasonable notice to the Customer for such period as may be reasonably required for maintenance, repairs or improvements; and
 - (b) without prior notice to the Customer for exceptional operational reasons.

6 CUSTOMER RESPONSIBILITIES

- 6.1 The Customer shall provide Reliance with such information, services, support and other assistance as may be reasonably required by Reliance in its provision of the Services.
- 6.2 The Customer shall provide Reliance with the names of all Authorised Users and any other details regarding such Authorised Users as Reliance may reasonably require from time to time for the provision of the Services. The Customer shall promptly (i) provide Reliance with any changes to these details or (ii) update such details via the online portal where the Customer has access to this facility throughout the Term.
- 6.3 The Customer shall, and shall procure that each Authorised User shall:
- (a) observe and comply with all the reasonable directions of Reliance;
 - (b) not use the Services for any improper, immoral, fraudulent or unlawful purposes or for the sending of any communication which is of an offensive, abusive, indecent, obscene or menacing nature;
 - (c) not cause any nuisance, annoyance or inconvenience to any third party by any use or misuse of the Services;
 - (d) not act in any way whether knowingly or otherwise which will impair the operation of all or part of the Services;
 - (e) not be involved in or knowingly, recklessly or negligently permit or negligently allow any other party to be involved in any fraudulent or other unauthorised use or attempted use of the Services by corrupt or dishonest or illegal means at any time and shall notify Reliance immediately upon the Customer or the Authorised User (as the case may be) becoming aware of or suspecting such activity.
- 6.4 The Customer shall procure that, prior to receipt of an Device, each Authorised User:
- (a) expressly acknowledges and agrees that its use of the Services and a Device will enable Reliance to obtain such Authorised User's approximate geographical location which will be used solely for the purpose of providing the Authorised User with emergency assistance; and

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- (b) has properly completed and returned the user profile information form supplied to the Customer by Reliance; and
- (c) maintains the accuracy of their user profile information through the Term.

6.5 The Customer shall indemnify Reliance and keep Reliance indemnified and hold Reliance harmless against any and all damages, losses and costs and expenses that may be incurred by Reliance in respect of failure by the Customer to comply with the provisions of clauses 6.3 and 6.4, whether by reason of negligence or otherwise.

7 TRAINING

- 7.1 Authorised Users are required to undertake initial training prior to using the Device. The training shall be delivered either by Reliance training staff, Reliance online eLearning, or Customer authorised trainers.
- 7.2 Reliance will provide 1 free of charge face to face training session as part of the initial roll out of the Services under the Agreement. This training will cover both the devices and the backend online portals
- 7.3 Should the Customer require additional training beyond the training specified in clause 7.2, Reliance shall provide such additional training and charge at the rates specified in the Order Form, or if not specified in the Order Form, at the standard Reliance rates in force at that time. Reliance reserves the right to charge the Customer for travel and accommodation expenses at cost to Reliance.

8 FEES AND PAYMENT FOR SERVICES

- 8.1 The Price is calculated, where supplied, on the basis of each WiFi router hub using a maximum of 10 Gigabytes per calendar month. Reliance reserves the right to charge for any usage in excess of these limits at Reliance's standard excess rates in force from time to time. Details of these are available on request.
- 8.2 The Price is calculated, where supplied, on the basis of each Device that incorporates a Subscriber Identity Module (SIM) card, using a maximum of 6 Gigabytes per calendar month. Reliance reserves the right to charge for any usage in excess of these limits at Reliance's standard excess rates in force from time to time. Details of these are available on request.
- 8.3 Reliance will invoice for the Services per Device monthly in arrears throughout the Term or the full contract value at the outset, as agreed between the parties and documented in the Order Form. All fees are payable regardless of usage or non usage of the Services by the Customer, and are non-refundable.
- 8.4 By agreement of both Parties, the cloud hosted storage allowances agreed in the Order Form may be increased during the Term and would incur additional charges. The Customer cannot decrease the allowances during the Term of the contract.

9 WARRANTIES

- 9.1 Reliance warrants that (subject to the other provisions of this Agreement)
 - (a) upon delivery and for a period of the Initial Term the Devices will be free from defects in materials and workmanship;
 - (b) upon delivery and for a period of 12 months from the Commencement Date, the Accessories will be free from defects in materials and workmanship;
 - (c) it shall use reasonable skill and care in the provision of the Services; and
 - (d) it shall perform the Services in accordance with all applicable legislation and in all material respects, any UK codes of practice relevant to the provision of the Services.
- 9.2 Reliance shall not be liable for a breach of warranty in clause 9.1 unless:

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- (a) the Customer gives written notice of the defect to Reliance within 14 days of the time when the Customer discovers or ought to have discovered the defect; and
 - (b) Reliance is given a reasonable opportunity after receiving the notice of examining such Devices and Accessories, and the Customer (if asked to do so by Reliance) returns such Devices and Accessories to Reliance's Principal Place of Business at the Customer's cost for the examination to take place there.
- 9.3 If any Device or Accessory does not comply with the standard warranty set out in clause 9.1 ("Defective Device"), then, subject to clauses 9.2 and 9.6, Reliance shall at its cost, expense and discretion use all reasonable endeavours either repair or replace the Defective Device or Accessory.
- 9.4 Reliance shall not be liable for a breach of warranty under clauses 9.1:
 - (a) to the extent that it is attributable to further use of such Device or Accessory after giving notice pursuant to clause 9.2 (a);
 - (b) if the defect arises because the Customer failed to follow Reliance's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Device or Accessory;
 - (c) that is attributable to fair wear and tear, abuse, improper use or use in an environment or for a purpose for which the Device or Accessory was not designed or intended by Reliance; or
 - (d) if the Customer alters or repairs such Devices or Accessories or any part thereof without the written consent of Reliance.
 - (e) if the Device or Accessory fails following expiry of the Initial Term.
- 9.5 If Reliance complies with clause 9.3 it shall have no further liability for a breach of the warranty in clause 9.1 in respect of such Devices.
- 9.6 Devices and Accessories that are defective for the reasons specified in 9.4 will incur charges for repair or replacement at Reliance's standard rates.
- 9.7 Any repaired or replacement Devices and Accessories will be guaranteed on these terms for the unexpired portion of the warranty period as set out at 9.1 above.
- 9.8 If Reliance receives written notice from the Customer of any breach of the warranties at clause 9.1, then Reliance's sole liability shall be, at its sole discretion, to:
 - (a) remedy the breach within a reasonable time and without charge to the Customer; or
 - (b) refund to the Customer such proportion of the Price as shall correspond to the period during which the breach took place.
- 9.9 No warranty is made regarding the results of usage of the Services or that the Services will meet the Customer's requirements or that the Services will operate uninterrupted or error free.
- 9.10 Except as expressly stated in this Agreement all other warranties, representations (unless made fraudulently), terms and conditions are excluded to the fullest extent permitted by law.

10 DURATION, EARLY TERMINATION & TERMINATION

- 10.1 Notwithstanding the absence of a written notice from the Customer pursuant to the Call-Off Contract, this Agreement shall renew automatically following expiry of the Initial Term for successive periods of six months unless or until either party serves notice in writing to the other at least ninety days prior to expiry of the Initial Term or any subsequent renewal period.
- 10.2 On Early Termination of this Agreement:
 - (a) any Price that would have been payable to Reliance under this Agreement but for such Early Termination shall immediately become payable together with an administration charge equivalent to one month's Price;
 - (b) any outstanding Price shall immediately become payable; and

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- (c) the Customer shall return at its risk and expense to Reliance at Reliance's specified address all Devices and associated peripherals provided by Reliance during the term of this Agreement, as per specified in clauses 3.4 and 3.6.
- 10.3 Prior to Termination, it shall be the Customer's responsibility to export their Data and content from the cloud hosted video management software.
- 10.4 Any termination of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law or any accrued rights or liabilities of either party or the coming into or continuance in force of any term of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination. All Devices shall be returned to Reliance, complete and in good condition, fair wear and tear excepted.