



Dated 20[]

SOFTWARE AS A SERVICE AGREEMENT

Between

(1) Glow New Media Limited

and

(2) []

Relating to the delivery of the SafeTeam Guardian lone worker solution



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THIS AGREEMENT is dated

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PARTIES

- (1) Glow New Media Limited incorporated and registered in England and Wales with company number 05995928 whose registered office is at 22 Pall Mall, Liverpool, L3 6AL (Supplier)
- (2) [] incorporated and registered in England and Wales with company number [] whose registered office is at [] OR [] at [ADDRESS] (Customer)

BACKGROUND

- (A) The Supplier has developed and provides a service consisting of internet access to application software for the purpose of providing a mobile app which the Customer's Authorised Users will use to notify the Customer with real time awareness of where the Authorised User is for their safety and compliance (the Purpose).
- (B) The Customer wishes to use the Supplier's service in its business operations.
- (C) The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms and conditions of this agreement.

AGREED TERMS

1 Interpretation

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Applicable Laws: means (for so long as and to the extent that they apply to the parties) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

Authorised Users: those employees and independent contractors of the Customer and/or other person nominated by the Contractor who are authorised to use the Services under this agreement, as further described in clause 3.2.2 and who will be required to accept and comply with the End User Terms of Use.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 9.6 or clause 9.7

Configuration Services: the configuration and related work referred to in clause 2.1 and

Schedule 3, to be performed by the Supplier to configure the Software so that the Software conforms with the Software Specification for the use of the Customer and its Authorised Users.

Controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

Customer Account Team: the individuals appointed by the Customer from time to time who shall serve as the Supplier's primary contacts for the Supplier's activities under this agreement and one of whom must be available 24 hours per day. The initial members of the Supplier Account Team are listed in Schedule 2.

Customer Data: the data inputted into the information fields of the Software by the Customer, by Authorised Users, or by the Supplier on the Customer's behalf or other data relating to the Customer communicated to or processed or generated by the Supplier.

Customer's Project Manager: the member of the Customer Account Team appointed in accordance with clause 5.4. The Customer's Project Manager at the Effective Date is named in Schedule 2.

Cybersecurity Requirements: all applicable laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive (EU) 2016/1148), Commission Implementing Regulation (EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Data Protection Legislation: the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

Effective Date: the date of this agreement.

End User Terms of Use: the terms which will apply to each Authorised User's access to and use of the Services and Software, such terms are annexed in Schedule 6 of this agreement.

Fees: the fees payable to the Supplier, as described in Schedule 1 which includes fees for the Software licence and Services.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for

passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Normal Business Hours: 9:30am to 5.30pm local UK time, each Business Day.

Service Commencement Date: the date on which the Configuration Services are completed and the Customer and its Authorised Users can start using the Services, as notified to the Customer by the Supplier in writing.

Services: the services (including the Configuration Services) provided by the Supplier to the Customer under this agreement via an app or other website notified to the Customer by the Supplier from time to time as set out in Schedule 4.

Software: the online software applications provided by the Supplier as part of the Services.

Software Specification: the functionality and performance specifications for the Software, as set out in Schedule 4.

Supplier Account Team: the individuals appointed by the Supplier from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this agreement. The initial members of the Supplier Account Team are listed in Schedule 2.

Supplier's Project Manager: the member of the Supplier's Account Team appointed in accordance with clause 2.2 The Supplier's Project Manager at the Effective Date is named in Schedule 2.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

Virus: any thing or device (including any software, code, file or programme) which may:

- (a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- (b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or

- (c) adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices.
- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to **writing** or **written** includes faxes and email.
- 1.8 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.

2 Configuration Services

- 2.1 The Supplier Account Team shall consist of the personnel listed at Schedule 2. The Supplier shall ensure continuity of its personnel assigned to this agreement.
- 2.2 The Supplier shall appoint the Supplier's Project Manager, who shall have the authority to contractually bind the Supplier on all matters relating to this agreement. The Supplier shall ensure continuity of the Supplier's Project Manager.
- 2.3 The Supplier shall perform the Configuration Services in accordance with Schedule 3 for implementation and roll-out of the Services.

3 The Services

- 3.1 The Supplier shall supply the Services as set out in this clause 3 and Schedule 4. The Services shall apply with effect from the Service Commencement Date.
- 3.2 In relation to Authorised Users:
- 3.2.1 the Customer's access to the Services shall be limited to the individual Authorised Users, being employees or independent contractors of the Customer who the Customer has paid for;
 - 3.2.2 the Customer shall maintain a written list of current Authorised Users of the Software, and the Customer shall provide such list to the Supplier as may be reasonably requested by the Supplier from time to time;
 - 3.2.3 the Customer shall ensure that each Authorised User keeps a secure password for his use of the Software that each Authorised User keeps his password confidential;
 - 3.2.4 the Supplier may audit the Software regarding the name and password for each Authorised User. The audit may be conducted no more than once a year, at the Supplier's expense, and shall be exercised with reasonable prior notice, in a manner so as to not substantially interfere with Customer's normal conduct of business; and
 - 3.2.5 if the audit reveals that passwords have been provided to individuals who are not Authorised Users, and without prejudice to the Supplier's other rights, the Supplier shall invoice and the Customer shall pay for such access as if the individuals had been Authorised Users.
- 3.3 Subject to clauses 3.4 and 3.5 the Customer may, from time to time during the term of this agreement, purchase additional licences for Authorised Users and the Supplier shall grant access to the Services to such additional Authorised Users in accordance with the provisions of this agreement.
- 3.4 If the Customer wishes to purchase additional licences for its Authorised Users, the Customer can set up any additional Authorised Users using the Software.
- 3.5 If the Customer creates additional Authorised Users using the Software, the Customer shall pay to the Supplier the relevant Fees for such additional Authorised Users in accordance with the usual monthly invoicing procedures set out in Schedule 1. If such additional licences for Authorised Users are purchased by the Customer part way through the month the Fees shall be calculated from the date of activation by the Supplier for the remainder of the month and included in the invoice by the Supplier which is issued on the 15th of the following month for the previous month.
- 3.6 In relation to the Software the Supplier hereby grants to the Customer on and subject to the terms and conditions of this agreement a non-exclusive, non-transferable licence

to allow Authorised Users to access the Software for the purpose of the Services and to use the Software solely for the Customer's business purposes;

3.6.1 the Customer shall not:

- 3.6.1.1 attempt to copy, duplicate, modify, create derivative works from or distribute all or any portion of the Software except to the extent expressly set out in this agreement or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- 3.6.1.2 attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software, except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties;
- 3.6.1.3 use the Software to provide services to third parties;
- 3.6.1.4 probe, scan or test the vulnerability of the Software or otherwise circumvent or attempt to circumvent security measures
- 3.6.1.5 subject to clause 11.5 and clause 22.1, transfer, temporarily or permanently, any of its rights under this agreement; or
- 3.6.1.6 attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this clause 3.6.1; and

3.6.2 the Customer shall use reasonable endeavours to prevent any unauthorised access to, or use of, the Software and notify the Supplier promptly of any such unauthorised access or use.

4 Supplier's obligations

- 4.1 The Supplier undertakes that it will perform all the Services with all reasonable skill and care, in a timely and efficient manner, using appropriately qualified and experienced staff and, wherever relevant, in accordance with the Software Specification.
- 4.2 Without affecting its other obligations under this agreement, the Supplier shall comply with all applicable laws and regulations, including the Cybersecurity Requirements, with respect to its activities under this agreement.
- 4.3 The undertaking at clause 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Software by any Authorised User contrary to the Supplier's instructions or modification or alteration of the Software by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Software does not conform with the foregoing undertaking, the Supplier will, at its expense, use all reasonable commercial endeavours promptly to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Notwithstanding the foregoing, the Supplier does not warrant that

the Customer's use of the Software and the Services will be uninterrupted or error-free.

- 4.4 The Supplier will not be liable for any faults or errors in the Services or Software caused by any third party supplier to the Supplier, but will use its reasonable endeavours to resolve such faults or errors within a reasonable time. The Supplier will also not be liable for any of the matters referred to in the Service Limitation section of Schedule 4.
- 4.5 Subject to clause 11.4.6 the Supplier undertakes that it will at the written request of the Customer at any time or times up until thirty (30) days after termination of this agreement howsoever arising return to the Customer without further charge and in the format stipulated by the Customer a copy of all Customer Data.
- 4.6 This agreement shall not prevent the Supplier from entering into similar agreements with third parties or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this agreement.
- 4.7 Should the Services require additional professional support they will be specified separately in the invoice and billed by the Supplier to the Customer.

5 Customer's obligations

The Customer shall:

- 5.1 provide the Supplier with:
 - 5.1.1 all necessary co-operation reasonably required in relation to this agreement; and
 - 5.1.2 all necessary access to such information as may reasonably be required by the Supplier;

in order to render the Services, including Customer Data, security access information and software interfaces to the Customer's other business applications;

- 5.2 be responsible for its customer account with the Supplier and its Authorised Users' activity;
- 5.3 provide such personnel assistance, including the Customer Account Team and other Customer personnel, as may be reasonably requested by the Supplier from time to time to deliver the Services. The Supplier Account Team shall consist of the personnel listed in Schedule 2. The Supplier shall use all reasonable endeavours to ensure continuity of its personnel assigned to this agreement;
- 5.4 appoint the Customer's Project Manager, who shall have the authority to contractually bind the Customer on all matters relating to this agreement. The Customer shall use all reasonable commercial endeavours to ensure continuity of the Customer's Project Manager;
- 5.5 meet all minimum device requirements as set out on the Supplier's website from time to

time;

- 5.6 comply with all applicable laws and regulations with respect to its activities under this agreement;
- 5.7 itself, and shall ensure that its Authorised Users shall, make their own arrangements for internet access in order to access the Software when accessing the Software; and
- 5.8 carry out all other Customer responsibilities set out in this agreement or in any of the Schedules in a timely and efficient manner.

6 Charges and payment

- 6.1 The Customer shall pay the Fees set out in Schedule 1 within thirty (30) days of receipt of a valid invoice from the Supplier.
- 6.2 All amounts and fees stated or referred to in this agreement are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.
- 6.3 If the Supplier has not received payment within thirty (30) days after the due date, and without prejudice to any other rights and remedies of the Supplier:
 - 6.3.1 the Supplier may suspend the supply of the Services (but shall recommence them when the delinquent invoice has been paid); and
 - 6.3.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

7 Change control

- 7.1 The Customer's Project Manager and the Supplier's Project Manager shall meet at least once every month during the first year after the Effective Date and every quarter thereafter to discuss matters relating to this agreement. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other in writing.
- 7.2 If the Customer requests a change to the scope or execution of the Services, the Supplier shall, within a reasonable time, provide a written estimate to the Customer of:
 - 7.2.1 the likely time required to implement the change;
 - 7.2.2 any variations to the Fees arising from the change; and
 - 7.2.3 any other impact of the change on the terms of this agreement.
- 7.3 If the Customer wishes the Supplier to proceed with the change, the Supplier has no

obligation to do so unless and until the parties have agreed in writing the necessary variations to its charges and any other relevant terms of this agreement to take account of the change.

8 Proprietary rights

- 8.1 The Customer acknowledges and agrees that the Supplier and/or its licensors and any third party organisations own all Intellectual Property Rights in the Software and the Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, Intellectual Property Rights, or any other rights or licences in respect of the Software, Services or any related documents.
- 8.2 The Supplier represents, warrants and undertakes that it has all the rights in relation to the Software and Services that are necessary to grant all the rights it purports to grant and perform all the obligations it agrees to perform under, and in accordance with, the terms of this agreement.

9 Confidentiality

- 9.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not include information that:
 - 9.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 9.1.2 was in the other party's lawful possession before the disclosure;
 - 9.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 9.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
- 9.2 Subject to clause 9.4, each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement.
- 9.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.
- 9.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the

extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 11.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

- 9.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 9.6 The Customer acknowledges that the Software, the results of any performance tests of the Software and the Services constitute the Supplier's Confidential Information.
- 9.7 The Supplier acknowledges that the Customer Data and the results of the Services are the Confidential Information of the Customer.
- 9.8 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.
- 9.9 This clause 9 shall survive termination of this agreement, however arising.

10 Records and audit, etc

- 10.1 For the duration of this agreement, and for a period of seven (7) years from termination or expiry of this agreement, the Supplier shall maintain full and accurate records of:
 - 10.1.1 all charges, prices, costs and expenses associated with and invoiced in respect of the Services; and
 - 10.1.2 its performance against the Services.
- 10.2 At the Customer's request and its expense, the Supplier shall grant access to the Customer or its auditors to the premises, records and accounts of the Supplier, including its data processing facilities, and to such of its supporting documents and explanations from its staff (including the Supplier's Project Manager and the Supplier Account Team) as is reasonable to ascertain compliance with this agreement and the adequacy of the Supplier's financial standing.
- 10.3 This access shall be granted during Normal Business Hours and subject to reasonable prior notice from the Supplier, except to the extent that such access is required by the Customer's regulators outside of these parameters.
- 10.4 If, on examination, the Customer determines that any charges, prices, costs or expenses exceed the amounts properly chargeable to, or recoverable from the Customer, the Supplier shall, without affecting the Customer's other rights, promptly refund to the Customer the amount overcharged.

11 Data, data protection, security and integrity

- 11.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 11.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the controller and the Supplier is the processor. Schedule 5 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of personal data and categories of data subject.
- 11.3 Without prejudice to the generality of clause 11.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to the Supplier for the duration and purposes of this agreement.
- 11.4 Without prejudice to the generality of clause 11.1, the Supplier shall, in relation to any personal data processed in connection with the performance by the Supplier of its obligations under this agreement:
- 11.4.1 process that personal data only on the documented written instructions of the Customer unless the Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier and/or Domestic UK Law (where **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK) to process personal data (**Applicable Laws**). Where the Supplier is relying on Applicable Laws as the basis for processing personal data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- 11.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 11.4.3 not transfer any personal data outside of the European Economic Area and the United Kingdom unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 11.4.3.1 the Customer or the Supplier has provided appropriate safeguards

in relation to the transfer;

- 11.4.3.2 the data subject has enforceable rights and effective legal remedies;
- 11.4.3.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- 11.4.3.4 the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;

11.4.4 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators and take every step to enable the Customer to comply promptly with its security breach notification procedures;

11.4.5 notify the Customer without undue delay and in any event within twenty four (24) hours on becoming aware of a personal data breach;

11.4.6 at the written direction of the Customer, delete or return personal data within 30 days of request and copies thereof to the Customer on termination of the agreement (subject to a reasonable charge for the Supplier's time in servicing such request) unless required by Applicable Law to store the personal data. For the avoidance of doubt the Customer shall not be required to delete or return any Confidential Information or information containing its Intellectual Property Rights. The Supplier also reserves the right to delete Customer Data within 30 days of termination of the agreement for any reason;

11.4.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 11 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation; and

11.4.8 indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this clause 11.

11.5 The Customer consents to the Supplier appointing a third party processor of personal data under this agreement. The Supplier confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause 11 and in either case which the Supplier confirms reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.

11.6 Either party may, at any time on not less than thirty (30) days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when

replaced by attachment to this agreement).

- 11.7 The Customer shall own all rights, title and interest in and to all of the Customer Data that is personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Data. Except as expressly stated herein, this agreement does not grant the Supplier any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the Customer Data. The parties acknowledge that no Intellectual Property Rights subsist in any Customer personal data.
- 11.8 The Supplier shall:
- 11.8.1 take reasonable precautions to preserve the integrity of any Customer Data or other data which it processes and to prevent any corruption or loss of such data;
 - 11.8.2 follow its archiving procedures for such data as described in Schedule 4;
 - 11.8.3 make a backup copy of such data and record the copy on media from which the data can be reloaded if there is any corruption or loss of the data;
 - 11.8.4 in such event and if attributable to any default by the Supplier, promptly restore the data at its own expense or, at the Customer's option, promptly reimburse the Customer for any reasonable expenses it incurs in having the data restored by a third party; and
 - 11.8.5 at the written request of the Customer at any time or times up until three (3) months after termination of this agreement howsoever arising return to the Customer without further charge and in the format stipulated by the Customer a copy of all Customer Data residing on the hosting equipment referred to in Schedule 4.

12 Security

- 12.1 The Supplier shall notify the Customer immediately it becomes aware of any security incident affecting its network and information systems that could potentially affect the Customer, and respond without delay to all queries and requests for information from the Customer about any security incident, whether discovered by the Supplier or the Customer, in particular bearing in mind the extent of the Customer's reporting obligations under the Network and Information Systems Regulations 2018 (NIS Regulations) and that the Customer may be required to comply with statutory or other regulatory timescales.
- 12.2 The Supplier will use its reasonable endeavours to ensure business continuity for the Customer at all times.
- 12.3 The Supplier agrees to co-operate with the Customer in all aspects of its compliance with the NIS Regulations including, without limitation, any requests for information in the

event of a suspected or actual security incident and any inspections by regulators.

13 Anti-bribery

- 13.1 The Supplier shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010.

14 Limitation of liability

- 14.1 The following provisions set out the entire financial liability of either party (including without limitation any liability for the acts or omissions of its employees, agents and sub-contractors) to the other in respect of:

14.1.1 any breach of this agreement howsoever arising;

14.1.2 any representation, misrepresentation (whether innocent or negligent), statement or tortious act or omission (including without limitation negligence) arising under or in connection with this agreement.

14.2 Nothing in this agreement excludes the either party's liability:

14.2.1 for death or personal injury caused by that party's negligence; or

14.2.2 for fraud or fraudulent misrepresentation.

14.3 Subject to clause 14.2:

14.3.1 Neither party shall in any circumstances be liable, whether in tort (including without limitation for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

14.3.1.1 loss of business;

14.3.1.2 loss of profit;

14.3.1.3 loss of anticipated savings;

14.3.1.4 loss of data;

14.3.1.5 loss of goodwill or reputational damage; or

14.3.1.6 any indirect or consequential loss.

14.3.2 Each party's total liability in contract, tort (including without limitation negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be the greater of the Fees paid for the Services during the twelve (12) months preceding the date on which the claim arose or 150% of

the Fees payable for the Services.

15 Term and Termination

- 15.1 This agreement shall commence on the Effective Date and shall continue for the period of [NUMBER] years, unless otherwise terminated as provided in this clause 15. After [NUMBER AS ABOVE] years, this agreement shall automatically renew for yearly periods, unless either party notifies the other, in writing, at least 30 days before the end of the then current term.
- 15.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- 15.2.1 the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than sixty (60) days after being notified in writing to make such payment;
- 15.2.2 the other party commits a material breach of any term of this agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;
- 15.2.3 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
- 15.2.4 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
- 15.2.5 the Customer is deemed unable to pay its debts or becomes insolvent;
- 15.2.6 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.2.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.2.8 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company);
- 15.2.9 the holder of a qualifying floating charge over the assets of that other party (being a

company) has become entitled to appoint or has appointed an administrative receiver;

15.2.10 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;

15.2.11 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within fourteen (14) days;

15.2.12 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2.4 to clause 15.2.13 (inclusive);

15.2.13 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or

15.2.14 there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).

15.3 Without affecting any other right or remedy available to it, the Customer may terminate this agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of its obligation in clause 4.2.

15.4 On termination of this agreement for any reason:

15.4.1 all licences granted under this agreement shall immediately terminate;

15.4.2 each party shall return and make no further use of any equipment, property, materials and other items (and all copies of them) belonging to the other party;

15.4.3 the Supplier shall immediately deliver up to the Customer or delete, in accordance with clause 11.4.6, the Customer Data and all other relevant data in its most recent form (whether or not backed up) and all other property of the Customer then in its possession. The Supplier may charge the Customer a reasonable fee for the delivery of Customer Data in such circumstances;

15.4.4 the Supplier shall cooperate with the Customer for a period of thirty days to assist transition of the supply of services if required to an alternative supplier. The Supplier shall be entitled to charge the Customer at a prevailing day rate for such assistance and cooperation; and

15.4.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

16 Force majeure

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes; lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party); failure of a utility service or transport or telecommunications network or the internet; act of God; war; riot; civil commotion; malicious damage; compliance with any law or governmental order, rule, regulation or direction; accident; breakdown of plant or machinery; fire, flood, or storm; or default of suppliers or sub-contractors. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for six (6) months, the party not affected may terminate this agreement by giving thirty (30) days' written notice to the other party.

17 Dispute Resolution

17.1 If a dispute arises out of or in connection with the agreement or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in this agreement the parties shall follow the procedure set out in this clause:

17.1.1 Either party shall give to the other written notice of the Dispute, setting out the nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties Account Teams shall attempt in good faith to resolve the Dispute;

17.1.2 if representatives of the Customer Account Team and Supplier Account Team are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to the respective chairs of the parties who shall attempt in good faith to resolve it; and

17.1.3 if representatives of the Customer Account Team and Supplier Account Team are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, either party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. The mediation will start not later than fourteen (14) days after the date of the ADR notice.

17.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under the laws which apply to this contract.

18 Waiver

- 18.1 A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 18.2 Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

19 Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

20 Severance

- 20.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 20.2 If any provision or part-provision of this agreement is deemed deleted under clause 20.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

21 Entire agreement

- 21.1 This agreement and any documents referred to in it or annexed to it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 21.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 21.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 21.4 Nothing in this clause shall limit or exclude any liability for fraud.

22 Assignment

- 22.1 Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust of or deal in any other manner with any or all of its rights and obligations under this agreement without the prior written consent of the other party (such consent to be unreasonably withheld) or delayed, except that the Supplier may use third party sub-contractors as set out in this agreement.
- 22.2 Notwithstanding clause 9, a party assigning any or all of its rights under this agreement may disclose to a proposed assignee any information in its possession that relates to this agreement or its subject matter, the negotiations relating to it and the other party which is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure under this clause 22 shall be made until notice of the identity of the proposed assignee has been given to the other party.

23 No partnership or agency

Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party.

24 Non Solicitation

- 24.1 During the term of this agreement and for a period of 12 months after the expiry or termination of this agreement, neither party shall solicit any employee engaged in the provision of the Services without the other party's prior written consent.
- 24.2 Neither party shall be considered to be in breach of their obligations where an individual becomes an employee of, or engaged by, a party as a result of a response by that individual to an advertisement placed by or on behalf of the relevant party for the recruitment of staff and where it is apparent from the wording of the advertisement, the manner of its publication or otherwise that the principal purpose of the advertisement was equally likely to attract applications from individuals who were not staff of the relevant party.

25 Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26 Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and (where applicable) their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

27 Notices

- 27.1 Any notice required to be given under this agreement other than a communication made under clause 12 shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes, or sent by fax to the other party's fax number as set out in this agreement.
- 27.2 Any notice or communication other than a communication made under clause 12 shall be deemed to have been received:
- 27.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 27.2.2 if sent by prepaid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service.
- 27.2.3 if sent by email at the time transmission.

28 Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

29 Governing law

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and construed in accordance with, the law of England.

30 Jurisdiction

The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 - FEES**1 The Fees**

- 1.1 Fees payable are:
- 1.2 The Supplier may purchase additional licences for Authorised Users in accordance with clause 3.3 at £[AMOUNT] per Authorised User.
- 1.3 The Supplier will invoice the Customer on the 15th of each month for the number of Authorised Users of the Customer for the previous month and the Customer must pay the Fees within 30 days of receipt of the invoice.
- 1.4 The Supplier has the right to vary the Fees to reflect inflation and increases in service charges applied by third party suppliers to the Supplier and must give the Customer two (2) months written notice of such changes to the Fees prior to invoicing the Customer for payment of the Fees in accordance with clause 6 of the agreement.

Schedule 2 - PERSONNEL**1 Supplier****1.1 Supplier Account Team**

Account manager	NAME
Account representative	NAME
Account representative	NAME

1.2 Supplier's Project Manager: [NAME]**1.3 Supplier's support engineer(s): [NAME(s)]****2 Customer****2.1 Customer Account Team**

Executive sponsor	NAME
Project representative	NAME
Project representative	NAME

2.2 Customer's Project Manager: [NAME]**2.3 Customer support representatives: [NAME]**

Schedule 3 - CONFIGURATION SERVICES

The Supplier shall provide the following Configuration Services for a maximum period of 30 days:

- Training of the Customer Account Team
- [Configuration of the Software on the Customer's [and Authorised Users'] systems]
- [Supply of documentation]
- [Other]

Schedule 4 – THE SERVICES

This Schedule lists the Services that are to be provided by the Supplier to the Customer. The Supplier may use third party organisations to assist and support in the delivery of the Services to the Customer from time to time, including hosting services.

The Software

- 1 The Software is an application that enables the Authorised Users to notify the Customer with real time awareness of his whereabouts for his safety and compliance. The Software consists of the following components:
 - a. The Software may rely on Global Positioning System (GPS) for its operation and the Supplier will require consent for the Authorised Users for the Software to be able to access their location when using the Software.
 - b. The Authorised User can use a trigger on the Software which works as an alarm. The alarm will transmit to the Supplier's hosting services which will in turn transmit onward the alarm to the Customer's Account Team.
 - c. The Software will transmit the following information of the Authorised User to the Customer's Account Team when the alarm is triggered which will include the Authorised Users name, mobile number and location.
 - d. The Supplier shall provide at least a 99.5% uptime service availability level. Availability does not include Customer-caused outages or disruptions or outages or disruptions to force majeure events within the meaning of clause 16. If the Supplier fails to meet the uptime target for a period of [12 months] it may provide a reasonable refund, should the Customer request such refund on a pro rata basis.
 - e. The delivery of location of the Authorised User to the Customer Account Team is provided via a map or text location. The Supplier cannot always guarantee that such service will be available based on the following possible factors:
 - i) The capability of the Software at the time the location is delivered to the Customer Account Team;
 - ii) The number of people using the Software and network at the time;
 - iii) The Services are unable to contact the Customer Account Team;
 - iv) The geographic location or GPS connection conditions at the time the alarm is triggered by the Authorised User; or
 - v) Ongoing maintenance or Software failures.

- f. The Services will include backup of the Software and data which will be in line with an industry standard service backup regime for similar services unless the Customer has purchased an additional level of backup service.

Training and Support

2. Training will be given by the Supplier to the Customer and its Authorised Users and Customer Account Team on how to use the Software during the Configuration Services stage.
3. The Supplier will be able to manage and assist use of the Software on behalf of the Customer, which includes proactively monitoring the Services, testing the alarm and managing Authorised Users' accounts as and when required.
4. The Supplier will deliver a service helpline in Normal Business Hours, which the Customer and Authorised User can contact for assistance and support as and when required.
5. The support team shall determine the priority of any defect in the Software, using one of following priorities:

Category	Initial Response Time (Hours)	Target Resolution	Example
Emergency	1	24 working hours	The Authorised User SOS request is unavailable.
High	4	5 working days	A critical feature in the Customer's website is broken. e.g. an Authorised User cannot login.
Normal	48	10 working days	A non-critical feature in the Customer's website is broken. e.g. search is broken.
Low	48	20 working days	A non-critical feature in the Customer's website is broken and there is a workaround or a minor issue.

6. If no progress has been made on an Emergency or High incident within the relevant target resolution time specified in the table set out in paragraph 4.3, the incident shall be escalated to the Supplier's Support Engineer. If the incident is not resolved, then after each successive increment of the relevant target resolution time (for example, twenty-four (24) Business Hours for an Emergency, five (5) Business Days for a High

incident), the incident shall be escalated to the Supplier's Project Manager, followed by the CEO.

7. The Supplier shall provide monitoring of its Services twenty four (24) hours a day seven (7) days a week. The Supplier shall directly notify the customer support representative of maintenance events that may affect the availability of the Services.

Service Limitation

8. The Supplier explicitly exclude responsibility for;
 - a) Mobile phone provision by Authorised Users;
 - b) An Authorised User's internet connectivity or mobile network provider;
 - c) Support outside of the Supplier's Normal Business Hours;
 - d) The Customer's interpretation of data or analysis presented within the Software;
 - e) Ensuring that the Authorised Users are trained to follow the Customer's standard operating procedure in the event of a lone worker help request;
 - f) Ensuring that the Authorised Users follow the Customer's standard operating procedure in the event of a lone worker help request;
 - g) Any consequence of a false alarm;
 - h) Delivery of alert notifications via the Software to the police or third party organisations;
 - i) Any complaint or loss from a patient, customer or partner resulting from a lone worker help request or any other use of the Software;
 - j) Any data breach as a result of (i) the Customer placing the lone worker management system in an area accessible by people without permission to see the data (ii) the Customer or Authorised User misplacing login information (iii) the Customer or Authorised User failing to logout of the system; and (iv) attempts to hack the system or Software that are in any way facilitated by the Customer or Authorised Users actions; and
 - k) Any delay associated to the Customer deploying the Services on their Authorised Users' mobile device management software.

Maintenance Events

9. Maintenance of the Software or the Services that may require interruption of the Services (**Maintenance Events**) shall not be performed during Normal Business Hours. The Supplier may interrupt the Services to perform emergency maintenance during the daily window of 7.00 pm to 6.00 am UK time. In addition, the Supplier may interrupt the



Services outside Normal Business Hours for unscheduled maintenance, provided that it has given the Customer at least three (3) days' advance notice. Any Maintenance Events that occur during Normal Business Hours, and which were not requested or caused by the Customer, shall be considered downtime for the purpose of service availability measurement. The Supplier shall at all times use all reasonable endeavours to keep any service interruptions to a minimum.

Schedule 5 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1 Processing by the Supplier

- 1.1 **Scope** – the processing of personal data having obtained the Customer’s consent in connection with this agreement.
 - 1.2 **Nature** – this includes any operation such as collection, recording, organisation, structuring, storage, adaption or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.
 - 1.3 **Purpose of processing** – for the purpose of providing the Authorised Persons and Customer with access to the Software and Services and provide the Services on behalf of the Customer which may include proactively monitoring the Services and undertaking alarm testing.
 - 1.4 **Duration of the processing** – for the duration of this agreement.
- 2 **Types of personal data** – special categories of personal data may be provided to the Supplier pursuant to this agreement.
- 3 **Categories of data subject** – personal data in relation to the Customer’s staff, officers, agents, sub-contractors, experts and Authorised Persons and personal data and special categories of personal data in relation to any data uploaded onto the Software by an Authorised User.

Schedule 6 – END USER'S TERMS OF USE

GLOW NEW MEDIA LIMITED

AUTHORISED PERSONS TERMS OF USE ("TERMS")

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING, BROWSING OR OTHERWISE USING THE SAFETEAM GUARDIAN APP ("the App").

BY ACCESSING, BROWSING OR OTHERWISE USING THE APP, YOU ARE AGREEING TO BE BOUND BY THESE TERMS.

BY ACCEPTING THESE TERMS YOU ARE AGREEING THAT THE APP CAN USE LOCATION DATA SENT FROM YOUR DEVICE TO DELIVER THE SERVICES REQUIRED UNDER THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD EXIT THE APP IMMEDIATELY.

WHO WE ARE AND WHAT THIS AGREEMENT DOES

We Glow New Media Limited of 22 Pall Mall, Liverpool, L3 6AL ("**we**", "**us**" or "**our**") license you to use:

- The App software and any updates or supplements to it.
- The related online and/or electronic documentation (**Documentation**).
- The service you connect to via the App and the content we provide to you through it (**Service**),

as permitted in these terms.

DEFINITIONS

The following defined terms apply to these Terms:

"Authorised Person or you" means you as an individual working for or on behalf of the Customer, who has been granted permission and provided with a licence in order to access the App and Service and you agree to be bound by these Terms in respect of your use of the App.

"Agreed Purposes" means the purposes for which the Customer (and Authorised Persons, acting on its behalf) are permitted to use the App, which are for the purpose of: (i) notifying the Customer with real time awareness of where you are for your safety and compliance by using the alarm available on the App; (ii) preventing further incidents occurring by identifying issues more efficiently; and/or (iii) for such other purposes as may be agreed in writing between us and the Customer from time to time.

"Customer" means the entity which has entered into a contract with us, pursuant to which it has been given access to the App and Service and the ability to grant access to the same to its Authorised Person(s) to use in accordance with the Agreed Purpose.



YOUR PRIVACY

We only use any personal data we collect through your use of the App and the Services in the ways set out in our privacy policy [[LINK TO PRIVACY POLICY](#)].

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

APP STORE TERMS ALSO APPLY

The ways in which you can use the App, Service and Documentation may also be controlled by the rules and policies of the app store you download the App from which can be found on the particular app store's website. Should our policies conflict with the app store's rules and policies the app store's terms will apply instead of these terms where there are differences between the two.

OPERATING SYSTEM REQUIREMENTS

This app requires a smartphone or tablet device and as a minimum iPhone 5s device with iOS 11+ and Android devices with Android 7+, with a sufficient memory in order for the App to work effectively.

SUPPORT FOR THE APP AND HOW TO TELL US ABOUT PROBLEMS

Support. If you want to learn more about the App or the Service or have any problems using them please take a look at our support resources available on our website.

Contacting us for technical support and complaints: If you think the App or the Services are faulty, not working correctly or misdescribed you must contact our specific customer support representative allocated to the Customer to provide technical support. Such information can be found via the Customer's Account Team.

How we will communicate with you. If we have to contact you we will do so by email, by SMS or by pre-paid post, using the contact details you have provided to us or via the Customer.

HOW YOU MAY USE THE APP, INCLUDING HOW MANY DEVICES YOU MAY USE IT ON

In return for you agreeing to comply with these terms you may:

- download or stream a copy of the App onto your work smartphone or tablet and view, use and display the App and the Service on such devices for your personal purposes only.
- use any Documentation to support your permitted use of the App and the Service; and
- receive and use any free supplementary software code or update of the App incorporating "patches" and corrections of errors as we may provide to you.

YOU MUST BE 18 TO ACCEPT THESE TERMS

You must be 18 or over to accept these terms.



YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

We are giving you personally the right to use the App and the Service as set out above based on the Customer purchasing the App and Service for you as a direct user. You may not otherwise transfer the App or the Service to someone else, whether for money, for anything else or for free. If you sell any device on which the App is installed, you must remove the App from it.

CHANGES TO THESE TERMS

We may need to change these terms to reflect changes in law or best practice or to deal with additional features which we introduce.

We will give you at least 30 days' notice of any change by notifying you when you next start the App.

If you do not accept the notified changes you will not be permitted to continue to use the App and the Service.

UPDATE TO THE APP AND CHANGES TO THE SERVICE

From time to time we may automatically update the App and change the Service to improve performance, enhance functionality, reflect changes to the operating system or address security issues. Alternatively we may ask you to update the App for these reasons.

If you choose not to install such updates or if you opt out of automatic updates you may not be able to continue using the App and the Services.

The App will always match the description of it provided to you when it was purchased by the Customer.

IF SOMEONE ELSE OWNS THE PHONE OF DEVICE YOU ARE USING

If you download or stream the App onto any phone or other device not owned by you, you must have the owner's permission to do so, which in most cases will be the Customer whom you work for, who purchased the App and Service for your direct use. You will be responsible for complying with these terms, whether or not you own the phone or other device.

WE MAY COLLECT TECHNICAL DATA ABOUT YOUR DEVICE

By using the App or any of the Services, you agree to us collecting and using technical information about the devices you use the App on and related software, hardware and peripherals to improve our products and to provide any Services to you.

WE WILL COLLECT LOCATION DATA

We will make use of location data sent from your device(s). You can turn off this functionality at any time by turning off the location services settings for the App on the device but please note then the App and Service will not be effective for the purpose it was purchased by the Customer.

If you use this Service, you consent to us and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data and queries to

provide and improve location-based and road traffic-based products and services.

WE ARE NOT RESPONSIBLE FOR OTHER WEBSITES YOU LINK TO

The App or any Service may contain links to other independent websites which are not provided by us. Such independent sites are not under our control, and we are not responsible for and have not checked and approved their content or their privacy policies (if any).

You will need to make your own independent judgement about whether to use any such independent sites, including whether to buy any products or services offered by them.

LICENCE RESTRICTIONS

You agree that you will:

- not rent, lease, sub-license, loan, provide, or otherwise make available, the App or the Services in any form, in whole or in part to any person without prior written consent from us;
- not copy the App, Documentation or Service, except as part of the normal use of the App or where it is necessary for the purpose of back-up or operational security;
- not translate, merge, adapt, vary, alter or modify, the whole or any part of the App, Documentation or Service nor permit the App or the Service or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use the App and the Service on devices as permitted in these terms;
- not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the App or the Service nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile the App to obtain the information necessary to create an independent program that can be operated with the App or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
 - is not disclosed or communicated without the licensor's prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective; and
 - is not used to create any software that is substantially similar in its expression to the App;
 - is kept secure; and
 - is used only for the Permitted Objective;
- comply with all applicable technology control or export laws and regulations that apply to the technology used or supported by the App or any Service.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, any Service or any operating system;
- not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service, including by the submission of any material (to the extent that such use is not licensed by these terms);
- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in the App, the Documentation and the Services throughout the world belong to us (or our licensors) or any third party organisations we may use and the rights in the App and the Services are licensed (not sold) to you. You have no intellectual property rights in, or to, the App, the Documentation or the Services other than the right to use them in accordance with these terms.

You acknowledge and understand that the App contains confidential and proprietary information and you shall not conceal, modify, remove, destroy or alter in any way any proprietary markings of the App on or in relation to the same.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

When we are liable for damage to your property. If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

Limitations to the App and the Services. The App and the Services are provided for the Agreed

Purpose only. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the App or the Service. Although we make reasonable efforts to update the information provided by the App and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

Please back-up content and data used with the App. We recommend that you back up any content and data used in connection with the App, to protect yourself in case of problems with the App or the Service.

Check that the App and the Services are suitable for you. Please check that the facilities and functions of the App and the Services (as described on the app store site and in the Documentation) meet your requirements.

We are not responsible for events outside our control. If our provision of the Services or support for the App or the Services is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may end your rights to use the App and Services at any time by contacting you or the Customer if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so in accordance with the contract we have entered into with the Customer.

If we end your rights to use the App and Services:

- You must stop all activities authorised by these terms, including your use of the App and any Services.
- You must delete or remove the App from all devices in your possession and immediately destroy all copies of the App which you have and confirm to us that you have done this.
- We may remotely access your devices and remove the App from them and cease providing you with access to the Services.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

DISPUTE RESOLUTION

If a dispute arises out of or in connection with these Terms or the performance, validity or enforceability of it ("**Dispute**") then except as expressly provided in these Terms, the Customer and you shall follow the procedure set out in this clause:

- We or the Customer shall give to the other written notice of the Dispute, setting out the nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties Account Teams shall attempt in good faith to resolve the Dispute;
- if the Account Teams are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to our Project Manager and the Customer's Project Manager who shall attempt in good faith to resolve it; and
- if our Project Manager and the Customer's Project Manager are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between us and the Customer, the mediator shall be nominated by CEDR. To initiate the mediation, us or the Customer must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. The mediation will start not later than fourteen (14) days after the date of the ADR notice.

The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under the laws which apply to this contract.

SIGNED by Name of Director
for and on behalf of Glow New Media
Limited

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Director

SIGNED by Name of Director
for and on behalf of the [NAME OF
CUSTOMER]

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Director