



Archangel Cloud Limited Service Terms & Conditions

Contents

Contents	2
Service Agreement	4
Services	4
Definitions	5
Equipment & Services	9
Confidentiality	9
Data Protection	9
Term	12
Supply and ownership of Equipment	12
Use of Devices Not Supplied By Archangel	14
Charges	14
Payment Terms	15
Invoice queries	15
Archangel Responsibilities	15
The Customer's Responsibilities	16
Intellectual Property	17
Termination	18
Consequences of Termination	19
Immediate Suspension of the Service	20
Suspension of the Service	20
Availability of the Device	21
Indemnity	21
Liability	21

Set Off	23
Force Majeure	23
Variation	23
Transferring this Agreement	24
Notices	24
Sub-Contracting	24
Coverage	24
Bribery and Corruption	25
Modern Slavery	25
Freedom Of Information	26
Waiver	26
Severability	26
Entire Agreement	27
Disputes	27
Publicity and Case Studies	28
Governing Law	28

Service Agreement

This document sets out the agreement between <<orgName>> ("the Customer") and Archangel Cloud Limited, a company registered in Scotland, under registered number SC726505 and whose registered office is at 213 St Vincent Street, Glasgow, G2 5QY ("Archangel").

The Customer wishes to subscribe to the Services upon the terms of this Agreement. Archangel has agreed to provide the Customer with a package of integrated services, including some or all of the services set out in Clause 1 below, in accordance with the terms of this Agreement.

In this Agreement (except where the context otherwise requires) words in the singular include the plural and vice versa, and words in one gender include any other gender.

Any reference to any legislation shall be deemed to include any amendment, replacement, re-enactment of such legislation for the time being in force and shall include any bye-laws, statutory instruments, rules, regulations, orders, notices, codes of practice, directions, consents or permissions and guidelines (together with any conditions attached to the foregoing).

Headings are inserted for ease of reference only and do not affect the interpretation of this agreement

1. Services

Archangel is the provider of a number of related Services.

The Services are for the provision of equipment, apps, monitoring software, and related monitoring services that are designed to assist those with a duty of care to End Users (such as private individuals) in the management, mitigation, and control of personal risk and to deliver alerts generated from End Users to responders in the pursuit of the safety and wellbeing of those End Users. The Services include but are not limited to, the following:-

- 1.1. Location Service that is designed to identify the location of Devices (as defined below) using the Global Positioning Satellite Network and/or the unique cell ID

information available from the GSM Network and/or other Network and Service is available in respect of Devices using approved Networks.

- 1.2. Managed services including administration and management service and secure internet service.
- 1.3. Communication services include mobile, Internet, and non-geographic telephone service and messaging service.

2. Definitions

“Agreement” means this agreement and the Schedule in four (4) parts, comprising the Part 1 - End User Agreement, Part 2 - Quotation, Part 3 - Service Level Agreement, and Part 4 – Details of Processing of Personal Data, and any Documentation supplied to the Customer and mutually agreed as forming part of this Agreement (or any mutually agreed variation thereof) and published to Archangel.

“Archangel Portal” means the secure Internet service provided by Archangel as part of the service and provides customers with information and management tools for control and measurement of the service;

“Charges” means all fees payable by the Customer to Archangel for the Services and as detailed in Clause 9 and the Quotation accepted by the Customer and as attached in Part 2 of the Schedule;

“Confidential Information” means any know-how, trade secrets, source code, software, Customer Data, Protected Data and any other confidential information of either Party from time to time including, but not limited to, all information marked as confidential or which is of its nature confidential including financial information, business policies, sales and marketing data which is disclosed by either Party to the other pursuant to this Agreement;

“Customer” means the individual, firm, company or other organisation named within the Quotation and who agrees to acquire the Equipment and/or the Services from Archangel pursuant to the terms of this Agreement;

“Customer Data” means any information sourced from the Customer and contained in Documentation transmitted to or from the Customer;

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR, the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended 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);

“End User” means the data subject who uses the Services;

“Documentation” means any e-mail messages or documentation (in whatever medium) made available to or received from the Customer and that relate to the Services;

“End User Agreement” means the document in the form set out in Part 1 of the Schedule that is used by the Customer to collect relevant information from each End User to enable Archangel to provide the Services to the Customer;

“Equipment”, “Phone” & “Device” shall be construed as one and the same and mean a telephone, smartphone, custom device, telemetry device, or any other device used either with or without a SIM card and belonging to or kept by and used by an End User in order to receive the Service;

“Force Majeure” means as defined in Clause 23;

“Good Industry Practice” means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected to be exercised by a skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances and conditions;

“GSM” means Global System for Mobile Communications, a globally recognised standard that embraces all areas of technology, resulting in global, seamless wireless services for all customers;

“Intellectual Property Rights” means any and all patents, registered designs, registered trade marks (and any applications for any of those registered rights), copyright, unregistered design rights, unregistered trade marks, trade names, know-how, database rights or other intellectual property rights;

“Location” means the electronically derived estimated position of a Device based on data supplied by the Device and/or the Network and/or the Global Positioning Satellite Network or the actual position of a Device based upon data supplied manually either verbally and/or electronically by the End User;

“Location Request” means an electronic request submitted by or on behalf of the Customer via the Service to establish the Location of a Device;

“Network” means any communications network providing access to the Service;

“Nominated Contact” means the Party's nominated technical, commercial and/or other representative(s) identified on the Quotation forming Part 2 of the Schedule and authorised to make and communicate decisions relating to the Service and this Agreement;

“Party” means either of the Customer or Archangel;

“Positional Accuracy” shall mean the accuracy within which a Device may be located using the Service;

“Protected Data” means any personal data (including but not limited to any personal data which relates to any End User) received from or on behalf of the Customer in connection with the performance of Archangel's obligations under this Agreement;

“Portal User” means an individual who uses the secure Archangel Portal to view, edit and manage end user accounts and data;

“Quotation” means the commercial proposal issued to and accepted by the Customer in the format set out in Part 2 of the Schedule;

“Service Commencement Date” means the date on which the Customer instructs Archangel to commence the Service as specified on the Quotation;

“Service Delivery Date” means the date on which the End Users are able to access Service;

“Service” means the combined choice of products and services requested by the Customer as specified within the Quotation comprising one or more of the following:

- routing of calls and data received via the Network from the Device to and from Archangel
- self-managed alarm response services using mutually agreed and documented protocols;
- device asset management service
- device location service
- other managed services including but not restricted to:
 - registration and bulk data uploads
 - training of End Users and Portal Users,
 - enabling user Internet account access,
 - configuration of Devices, Apps, and Services,
 - calls and alerts routing;
 - monitoring, recording, and storage of processed data
 - account management, system performance monitoring, device and user activity reports;

“Service Level Agreement” or “SLA” means the document set out in Part 3 of the Schedule as may be varied by the Parties from time to time and as may also published on the Archangel Portal and containing all service features and functionality being purchased by the Customer, including the agreed minimum service delivery performance to be delivered by Archangel to the Customer;

“Service Period” means the period during which the charges will be invoiced to the Customer as specified in the Quotation and in Part 2 of the Schedule;

“SIM” and “SIM card” means Subscriber Identity Module enabling the Customer to access and use the GSM Network;

“Term” means the minimum duration of this Agreement as specified in the Quotation;

“UK GDPR” means as defined in Section 3(10) (as supplemented by Section 205(4)) of the Data Protection Act 2018;

“Website” means the website located at www.archangel.cloud owned and operated by Archangel;

“Working Day” means any day other than a Saturday, Sunday or a public holiday in the UK or a UK national day: St Georges Day, St Andrews Day, St Davids Day, and St Patricks Day;

The terms “**controller**”, “**processor**”, “**data subject**”, “**personal data**”, “**personal data breach**”, “**processing**”, and “**supervisory authority**” shall have the respective meanings given to them in the Data Protection Legislation.

3. Equipment & Services

This Agreement shall apply to all Services and Equipment that are supplied to the Customer during the Term.

4. Confidentiality

4.1. Each Party undertakes to the other that it shall at all times during and for a period of five (5) years after the termination of this Agreement hold any Confidential Information received from the other Party or in its possession which relates to the other in strict confidence and secrecy and shall not use, disclose, publish or otherwise make available to any third Party any such information save as is strictly necessary for the proper performance of its obligations under this Agreement.

4.2. Each Party shall ensure that its directors, officers, employees, shareholders, agents, sub-contractors, and representatives at all times fully comply with the provisions of this Clause 4

4.3. The provisions of Clause 4 shall not apply to information which:

4.3.1. is or becomes public knowledge otherwise than through the fault of the Party to whom the Confidential Information is disclosed;

4.3.2 is already at the date hereof in the possession of the Party to whom the Confidential Information is disclosed;

4.3.3 is legally acquired from a third party by the Party to whom the Confidential Information is disclosed; or

4.3.4 is required to be disclosed to other parties by law or by any government authority.

5. Data Protection

5.1. The Parties agree that the Customer is a controller and that Archangel is a processor for the purposes of processing Protected Data pursuant to this Agreement.

Both Parties shall at all times comply with the Data Protection Legislation in connection with Protected Data. The Customer shall ensure that all instructions given by it to Archangel in respect of Protected Data shall at all times be in accordance with the Data Protection Legislation. Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under the Data Protection Legislation.

5.2. The Parties acknowledge that Part 4 of the Schedule sets out the scope, nature and purpose of processing by Archangel, the duration of the processing and the types of personal data and categories of data subject.

5.3. Without prejudice to the generality of Clause 5.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful processing and collection of Protected Data by Archangel on behalf of the Customer for the duration and purposes of this Agreement so that Archangel may lawfully use, process and transfer Protected Data in accordance with this Agreement on the Customer's behalf.

5.4. Archangel shall, in relation to any Protected Data processed in connection with the performance by Archangel of its obligations under this Agreement:

5.4.1. process that Protected Data only on the documented written instructions of the Customer unless Archangel is required by the laws of the United Kingdom applicable to Archangel to process the Protected Data ("Applicable Laws"). Where Archangel is relying on Applicable Laws as the basis for processing Protected Data, Archangel shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Archangel from so notifying the Customer;

5.4.2. ensure that all personnel who have access to and/or process Protected Data are obliged to keep the Protected Data confidential;

5.4.3. not transfer any Protected Data outside of the United Kingdom unless the following conditions are fulfilled:

5.4.3.1 the Customer or Archangel has provided appropriate safeguards in relation to the transfer;

5.4.3.2 the data subject has enforceable rights and effective legal remedies;

5.4.3.3 Archangel complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Protected Data that is transferred; and

5.4.3.4. Archangel complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Protected Data;

5.4.4. 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;

5.4.5. notify the Customer without undue delay on becoming aware of a personal data breach

5.4.6. at the written direction of the Customer, delete or return Protected Data and copies thereof to the Customer on termination of this Agreement unless required by Applicable Law to store the Protected Data (and for these purposes the term "delete" shall mean to put such data beyond use); and

5.4.7. maintain complete and accurate records and information to demonstrate its compliance with this Clause 5 and allow for a maximum of one (1) audit by the Customer or the Customer's designated auditor during any 12-month period during the term of this Agreement in respect of Archangel's compliance with this Clause 5, provided that at least thirty (30) days' notice must be given by the Customer to Archangel before any such audit takes place.

5.5. Each Party shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Protected Data and against accidental loss or destruction of, or damage to, Protected 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.

5.6. The Customer hereby provides Archangel with a general authorisation to use third-party processors (including but not limited to all of Archangel's existing third-party

processors) for the purpose of processing Protected Data pursuant to its obligations under this Agreement (“Sub-Processors”). Archangel shall notify the Customer of any proposed new Sub-Processor or any changes to the existing Sub-Processors by notifying the Customer from time to time. If the Customer objects to the Archangel’ use of a new Sub-Processor or changes to existing Sub-Processors, the Customer shall notify Archangel promptly in writing within fifteen (15) days following receipt of the notice referred to in this Clause 5.6. In the event that the Customer puts forward any such objection to a new Sub-Processor, Archangel agrees to engage in good faith discussions with the Customer to address the Customer’s objection. Archangel shall enter into a written agreement with each Sub-Processor substantially on that Sub-Processor's standard terms of business, which will reflect the requirements of the Data Protection Legislation. Archangel shall remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor as if they were its own.

6. Term

6.1 This Agreement will commence on the Service Commencement Date and will, subject to the provisions on termination set out in Clause 15 below, continue until expiry of the Term.

6.2 The Service Delivery Date shall be agreed by the Parties within two (2) weeks of the Service Commencement Date.

6.3 Individual Devices, End Users, or Services connected during the Term of this Agreement must remain connected to Archangel for the remaining Term of this Agreement.

6.4 Unless otherwise agreed, on expiry of the Term this Agreement will automatically renew for the same period as the original Term unless either Party has given at least ninety days’ prior written notice of termination to the other Party.

7. Supply and ownership of Equipment

7.1. Where Equipment is supplied by Archangel, Archangel shall use all reasonable endeavours to achieve delivery prior to the Service Delivery Date but cannot be held liable for any failure or delay in delivery due to reasons beyond its control. In the event that the Equipment delivery is delayed and the Service Delivery Date is

subsequently delayed for a period in excess of thirty (30) days, then the Customer shall, unless such delays were the result of the Customer's actions, be entitled to extend the Service Commencement Date for a period equivalent to the period of delay of delivery of the Equipment.

7.2. The Customer shall use all reasonable endeavours to provide information to enable Archangel to achieve delivery of Equipment prior to the Service Delivery Date.

7.3. Delivery shall be deemed to take place as soon as the Equipment is delivered to either:

7.3.1. the delivery address as stated on the Customer's order, or

7.3.2. the delivery address stated on the Quotation.

7.4. Risk in the Equipment shall pass to the Customer on delivery to the Customer's delivery address in accordance with this Clause 7.3 and accordingly the Customer shall be responsible for taking out and maintaining appropriate insurance cover for loss or destruction to the equipment after delivery;

7.5. Notwithstanding delivery and the passing of risk, the title in any Equipment supplied by Archangel shall remain in Archangel until Archangel receives payment in full by or on behalf of the Customer of all sums in respect of the Equipment due, owing or incurred. Title in the Equipment shall pass to the Customer at the time when such payment is received from the Customer in full by Archangel, whether directly or under a Payment Plan. Archangel may, for the purposes of inspecting or recovering Equipment supplied by Archangel, enter any premises where the Equipment is stored or where Archangel reasonably believes it to be stored.

7.6. Equipment prices may attract a discount depending on the period of the Term, or a Payment Plan may be provided to the Customer. If the Customer is supplied with discounted Equipment, or a Payment Plan is provided to use Equipment as part of the Service, ownership of the Equipment remains with Archangel until the Payment Plan is fulfilled. Equipment supplied as a replacement during the Term is subject to pricing separate from the one provided in Schedule Part 2.

7.7. If the Customer fails to pay the Charges in accordance with the requirements of the Payment Plan or fails to adhere to the terms of any discount applied, Archangel reserves the right to repossess the Equipment and suspend any Services associated

with the Equipment until the matter is resolved to the satisfaction of Archangel.

8. Use of Unsupported Devices or SIMs

8.1. The Customer acknowledges that the End User is entitled to use a SIM card or Device not supported by Archangel in connection with receiving the Service. Both Parties acknowledge that Archangel has no control over the operation or functionality of such a Device or SIM and, subject to Clause 21 below, accepts no liability arising from the use of such a Device or SIM, or if, for any reason, use of such Device or SIM impacts on the quality or availability of the Service, including any failures in its signalling path, its connectivity with the third Party support system for that Device or SIM or connectivity with the Archangel system operated by Archangel as part of the Service.

8.2. Archangel does not assume any liability for warranty cover for Devices and SIMs which are not supported by Archangel, nor shall it be responsible for any ongoing warranty support, which will remain the responsibility of the third Party provider.

8.3. If Archangel supplies the Customer with a supported SIM card, Archangel retains the rights to the SIM card until all payments are received from the Customer in full by Archangel.

8.4. The Customer acknowledges that Positional Accuracy of any Device, whether supported by Archangel or not, is dependent on the performance and functionality of the Network and Device.

9. Charges

9.1. The Customer shall pay the Charges to Archangel in accordance with the conditions set out in this Agreement. All Charges due are set out in Part 2 of the Schedule.

9.2. Archangel reserves the right to make any additional Charges for any Equipment and Services that Customer may order and Archangel delivers throughout the Term of this Agreement. For the avoidance of doubt, this may be before or after the Service Delivery Date. Charges for any additional Equipment delivered during the Term of this Agreement may vary from the original Quotation.

9.3. Charges for any Equipment and Services that Customer has ordered and that

Archangel delivers before the Service Delivery Date, must be paid before the Service Delivery Date. For the avoidance of doubt, the Service Delivery Date may be delayed and the Service may be suspended if the Charges applied are not paid in full and in accordance with this Agreement.

10. Payment Terms

10.1. The Customer must pay the Charges to Archangel in accordance with the requirements of Part 2 of the Schedule, or at least seven (7) days in advance of the commencement of the Service Period stated on the relevant invoice, whichever is the sooner. If payment is not made in accordance with these timescales, Archangel reserves the right to suspend or delay the Service without further notice.

10.2. The Customer shall pay by electronic banking methods BACS or CHAPS or Direct Debit. Any other payment method is subject to the prior written approval of Archangel and may attract a surcharge.

10.3. The Customer must pay all Charges within the required timescales unless the reason for non-payment is as a result of a genuine dispute between the Parties and the dispute is notified to Archangel in writing and in accordance with Clause 35.

10.4. If payment is not made in accordance with the requirements of this Clause 10, Archangel may charge interest on the unpaid amount. Interest will be charged at the rate of 4% above the base lending rate of Bank of Scotland from the date the amount becomes due to the date of payment in full.

10.5. The Customer must inform Archangel within fourteen (14) days of any change in its name, company name, address, bank account or credit card details in circumstances where this may affect the ability of Archangel to recover any Charges due under this Agreement.

11. Invoice queries

The Customer must notify Archangel within fourteen (14) days of the date of receipt of the invoice if it wishes to question or dispute the invoice. Otherwise, Archangel may not be able to resolve the query before the Service is delivered.

12. Archangel Responsibilities

12.1. Archangel shall:

12.1.1 throughout the Term observe and comply with all statutory enactments and regulations, by-laws and regulations of local or other authorities applicable to the subject matter of this Agreement including and (without prejudice to the foregoing generality) those applicable to the health and safety at work.

12.1.2. deliver the Service in accordance with the Service Level Agreement;

12.1.3. deliver the Service in accordance with Good Industry Practice;

12.1.4. begin the Service on the Service Commencement Date;

12.1.5. ensure that any training purchased is provided using recognised methods and competent personnel to facilitate the competent operation of the Equipment and Service by End Users;

12.1.6. provide suitable Equipment that is fit for purpose.

12.2. If at any time the Archangel fails to provide the Service or Equipment in accordance with the above, then the Customer may require Archangel, at Archangel's own expense, promptly to remedy any breach or re-perform any non-conforming Service or Equipment to the standard required by this Agreement.

13. The Customer's Responsibilities

13.1. The Customer shall:

13.1.1. complete all the relevant Documentation such as registration and Service set-up forms and End User Agreements and supply all Documentation or hold Documentation as requested and instructed by Archangel.

13.1.2. provide evidence to and hold on behalf of Archangel signed End User Agreements for each End User.

13.1.3. throughout the Term shall observe and comply with all statutory

enactments and regulations, by-laws and regulations of local or other authorities applicable to its premises and to the Service including and (without prejudice to the foregoing generality) those applicable to health and safety at work.

13.1.4. allow Archangel and its authorised representatives reasonable access to its premises by prior written notice and arrangement and any other premises in the possession or under its control to enable Archangel to fulfil its obligations under this Agreement;

13.1.5. inform Archangel of any concerns about the quality of the Service or any Equipment provided by Archangel within a reasonable period after such issues come to the attention of the Customer.

13.1.6. provide Archangel with any information reasonably necessary for the performance or delivery of the Service and follow any instructions or conditions issued by Archangel relating to the use of the Device and Service or anyone using your Device and Service

13.1.7. inform Archangel as soon as is reasonably practicable if the Equipment is lost or stolen by calling the support helpline and following with a confirmatory e-mail.

13.2. The Customer must not:

13.2.1. permit the End User or Portal User to disclose telephone access numbers; passwords and PIN's issued as part of the Service provision to a third party or allow a third party to use the Service using such End User or Portal User information;

13.2.2. initiate Location Requests in respect of an End User until that End User has signed an End User Agreement;

13.2.3 use the Device (or allow it to be used) for any illegal purpose, Archangel reserving the right to report any incidents to the police or any other relevant official organisation;

13.2.4. use any Device or Equipment which has not been approved for use on the Archangel system or the Network and if unsure the Customer must contact

the organisation that has sold the Device to the Customer or call Archangel for advice.

14. Intellectual Property

14.1. The Customer acknowledges that any and all Intellectual Property Rights, arising from or relating to the Services, system developments, paid for or otherwise, and/or Documentation shall remain at all times the exclusive property of Archangel.

14.2. Archangel grants to the Customer a non-exclusive, non-transferable, non-sublicensable and royalty-free licence for the Term to use any Intellectual Property Rights of Archangel as may be required to receive the benefit of the Services.

15. Termination

15.1. The Customer shall be entitled to terminate the Agreement immediately on written notice to Archangel in the following circumstances:

15.1.1. following an unsuccessful trial of the Service, if the trial is specified in the Quotation;

15.1.2. if Archangel commits a material breach of this Agreement or commits repeated breaches of this Agreement which shall be not capable of remedy or which, if capable of remedy, shall not be remedied within twenty-eight (28) days of a written request to remedy the same;

15.1.3. if Services are not available for a continuous period of at least seven (7) days unless arising as a result of Force Majeure;

15.1.4. if Archangel fails to deliver the minimum service level agreed for two consecutive calendar months;

15.1.5. if Archangel is insolvent or goes into liquidation or if Archangel enters into a voluntary arrangement or has a receiver and/or administrator appointed over any or all of its assets;

15.1.6. if Archangel deliberately provides false or incorrect information and this

is material to the Customer's decision to enter into the Agreement

15.2. Archangel shall be entitled to terminate this Agreement immediately on written notice to the Customer if:

15.2.1. the Customer is insolvent or goes into liquidation or if it enters into a voluntary arrangement or has a receiver and/or administrator appointed over any or all of its assets;

15.2.2. if the Customer commits a material breach of this Agreement or commits repeated breaches of this Agreement which shall be not capable of remedy or which if capable of remedy shall not be remedied within twenty-eight (28) days of receipt of a written request to remedy the same and for the purposes of this Agreement, failure to pay any of the Charges shall be a material breach;

15.2.3. if the Network closes down for any reason disrupting Service for a period of time in excess of fourteen (14) days and the Network cannot commit to a resumption of Service within a period of twelve (12) consecutive weeks.

15.2.4. if the Customer deliberately provides false information that is material to Archangel deciding to enter into this Agreement.

16. Consequences of Termination

16.1. If the Customer terminates this Agreement for one or more of the reasons set out in Clauses 15.1.1, 15.1.2, 15.1.3 and 15.1.5 above, the Customer will only be required to pay Charges for the Service provided prior to the date of termination.

16.2. If the Customer terminates this Agreement without cause or if Archangel terminates the Agreement pursuant to Clause 15.2, Archangel reserves the right to charge the Customer a fee to meet the following costs incurred in disconnecting the Customer from the Service:

16.2.1. purging and exporting data for each End User;

16.2.2. each SIM card supplied by Archangel;

16.2.3. recovery and recycling of Devices.

16.3. If the Customer terminates this Agreement without cause prior to expiry of the Term, the Customer must pay the Charges for the part of the remaining Term. This is required as the pricing for Service and Equipment is calculated based upon the Customer's commitment to the minimum Term.

16.4. If Archangel terminates the Agreement under Clause 15.2.1, 15.2.2 and 15.2.4, the Customer is required to pay all Charges due for the remaining period of the Term.

16.5. In circumstances, where this Agreement has been automatically renewed as a result of the Customer failing to give to Archangel at least ninety (90) days' prior notice of termination under Clause 6.4, Customer will be entitled within a period of up to forty-five (45) days from the date of its Notice to propose any changes to the scope of service delivery for the renewed Term, provided always that any alterations to the scope of delivery will not result in any reduction to the value of the Charges payable under the current Term of this Agreement. If Customer does not propose any alteration of the scope within this 45-day period, then the existing Charges and Services under this Agreement will automatically continue to apply for the renewed Term.

17. Immediate Suspension of the Service

17.1. Archangel shall be entitled to suspend the Service immediately and without notice:

17.1.1. to all End Users if the Network or Service fails or if modification or maintenance work is being carried out, or if the Network or Service is unavailable for any reason beyond the reasonable control of Archangel;

17.1.2. in relation to any single Device supplied by Archangel on receipt of notice of loss or theft of a Device or if the Device is reported as faulty;

17.1.3. to all End Users if Archangel does not receive full payment of any invoices in accordance with Clause 10 and the Customer has failed to provide a reasonable explanation for withholding such payment within twenty-four (24) hours of receipt of notification;

17.1.4. in respect of an individual End User if Archangel reasonably suspects or knows that the Service or any Device is being used fraudulently or illegally by

that End User or to all End Users if the Customer fails to act upon receiving notification to remedy the situation within twenty-four (24) hours of receiving that notification.

18. Suspension of the Service

18.1. If the Service is suspended for reasons set out in Clause 17 for more than fourteen (14) consecutive days, the Customer will not be required to pay the Charges during the period of disruption.

18.2. If the Service is suspended for any reason other than as set out in Clause 17, the Charges will remain payable.

19. Availability of the Device

19.1. If a Device supplied by Archangel is lost or stolen or is not functioning properly, the Customer shall notify Archangel by contacting the Archangel business support helpline as soon as is reasonably practicable. Contact details are provided in the Schedule Part 3 - Service Level Agreement. In such circumstances, the Service will be suspended but such suspension shall not relieve the Customer of its obligation to continue to pay the Charges.

19.2. If a Device supplied by Archangel is suspected of being faulty, the Customer shall follow Archangel's returns procedure, as will be explained and provided to the Customer when contacting the business support helpline.

20. Indemnity

20.1. Subject to Clause 21, each Party (the "Indemnifying Party") agrees to indemnify the other Party in respect of all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities whatsoever suffered or incurred directly by that other Party as a result of the negligence or default of the Indemnifying Party.

20.2. Each Party (the "Indemnifying Party") shall indemnify, keep indemnified and hold harmless the other Party from and against all losses and expenses incurred by the other Party as a result of any court proceedings raised against the other Party in

respect of any infringement of any patent, design (registered or unregistered), trademark, copyright or other intellectual property rights (registered or unregistered) arising out of the provision or use by the other Party of the Services

21. Liability

21.1. Subject to Clause 21.3, the maximum aggregate liability of either Party to the other in respect of breach of contract, negligence, or otherwise shall be limited to the sum of £2 MILLION POUNDS STERLING in respect of any and all claims made during the Term.

21.2. Subject to Clause 21.3, neither Party shall be liable to the other for any indirect, consequential, or pure economic loss, loss of profit, loss of business, goodwill, or any other anticipated profits.

21.3. Nothing in this Agreement shall limit or exclude the liability of either Party to the other Party in respect of death or personal injury arising from its negligence.

21.4. All conditions and warranties which are to be implied by statute or otherwise by general law into this Agreement relating to the Equipment and/or the Services are, to the fullest extent permitted by law, hereby excluded.

21.5. Archangel will not be liable for any losses arising as a result of delays in transmission of or loss or missed deliveries of Customer Data or Protected Data or Service interruptions caused by events beyond its control including but not limited to the loss or theft of Customer Data arising as a result of vulnerabilities in third Party Networks or other failures in third Party Networks or errors or omissions of the Customer. Archangel excludes any warranty as to the accuracy of information received by the Customer in the course of the provision of the Service.

21.6. Archangel will not be liable, where in Archangel's reasonable opinion, any employee or representative of the Customer has been incapable of following reasonable instructions given by Archangel and notified to the Customer, and any act or omission of any employee or representative of the Customer has resulted in a material adverse effect on the performance of the Services.

21.7. Archangel will not under any circumstances be liable to the Customer for any losses arising as a result of:

21.7.1. an employee or representative of the Customer using the Services for a purpose for which it was not designed;

21.7.2. failure of or surges in electrical power or failures arising from air conditioning, humidity, or other environmental controls;

21.7.3. communications breakdown due to failures in links to or from a third Party Network including, but not limited to the Customer's link to the Internet.

21.8. The Customer will not be liable unless in Archangel's reasonable opinion any employee or representative of the Customer has breached the terms of this agreement or has not followed the reasonable instructions given by Archangel and notified to the Customer to maintain the Service integrity and such act or omission of any employee or representative of the Customer has resulted in a material adverse effect on Archangel's reputation or its performance of the Service.

22. Set Off

Neither Party shall have a right to set-off any liabilities against any funds owed to the other Party under this Agreement.

23. Force Majeure

Neither Party shall be liable to the other Party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement due to force majeure which expression for the purposes of this Agreement means any cause beyond the reasonable control of the Party in question and which, for the avoidance of doubt, shall include any government actions, labour disputes, flood, fire, Act of God, terrorism, pandemic, virus or any government lockdowns or embargoes arising from such pandemics, or sustained cyber attacks. If such force majeure event persists for a period of more than thirty (30) days the other Party, whose obligations are not affected by the event of force majeure shall be entitled to terminate this Agreement without any liability to the other Party upon serving seven (7) days prior written notice.

24. Variation

24.1. If at any time during the Term, Archangel is required to make any changes to the

Service as a result of any circumstances beyond its control (including but not limited to the inability to source any software or hardware), Archangel shall be entitled to negotiate a corresponding variation to this Agreement and the level of the Charges. In the event that the Customer does not agree to the variation of Charges, the Customer shall be entitled to terminate this Agreement without any further liability to Archangel.

24.2. Archangel reserves the right to vary the Charges as a result of any changes to VAT or any other applicable taxes.

24.3. Archangel shall use all reasonable endeavours to notify the Customer of any proposed changes to any part of the Service and/or Devices at least twenty-eight (28) days prior to the date of the proposed change.

24.4. Without prejudice to provisions of Clauses 24.1, 24.2, and 24.3 above, Archangel reserves the right to vary any term of this Agreement at any time by giving at least twenty-eight (28) days prior written notice to the Customer. If Archangel does not receive any response from the Customer after the expiry of such twenty-eight (28) days period, the Customer is deemed to have accepted the proposed variation.

25. Transferring this Agreement

This Agreement is personal to the Customer and neither the rights nor obligations of either Party may be assigned, transferred, or otherwise disposed of, in whole or in part, without the prior written consent of the other Party, such consent not being unreasonably withheld or delayed.

26. Notices

All notices that are required to be given under this Agreement shall be in writing and shall be sent to the address of the Nominated Contact set out in this Agreement or such other address within the United Kingdom as notified to the other Party in writing. Any such notice may be delivered personally or by first-class pre-paid letter or email and shall be deemed to have been served as if by hand when delivered by first class post 48 hours after posting, and on the date of receipt if sent by email.

27. Sub-Contracting

Archangel may use agents or sub-contractors in order to carry out any or all Services under this Agreement but shall give reasonable prior notice of these arrangements to the Customer. Archangel shall ensure that any such agent or sub-contractor is bound by obligations of confidentiality and will endeavour to obtain service levels equivalent to those contained in this Agreement.

28. Coverage

28.1. The Device will only work in the geographical areas covered by the Network selected by the Customer or within the maximum effective range of the Device being used for the delivery of the Service.

28.2. Wireless systems use the same technology as car radios and televisions and may be affected by interference caused by the weather, high buildings, tunnels and other geographical features.

28.3. Archangel is not able to guarantee coverage in any area as Archangel has no control over this. Coverage information is available from Device manufacturers or the Customer's chosen Network provider.

29. Bribery and Corruption

The Parties shall not, and each Party shall ensure that its staff shall not, induce, do or agree to do any other act, failure to act or thing in connection with this Agreement (or any other agreement between the Customer and Archangel) that contravenes any law or requirement of a regulatory authority relating to anti-bribery and corruption or anti-money laundering, including:

29.1. The Bribery Act 2010, Companies Act 2006, Fraud Act 2006 and Proceeds of Crime Act 2002 and Theft Act 1968; and

29.2. In the case of a Public Official, any law applicable to the Public Official in its capacity as such.

29.3. Archangel undertakes, warrants and represents that it shall maintain guidelines, policies, and procedures that are applicable to Archangel and Archangel members of staff and are designed and intended to prevent them doing or failing to do any act or thing that contravenes any law or requirement of a regulatory authority relating to

anti-bribery and corruption or anti-money laundering, including a gifts and entertainment policy requiring such persons not to accept, agree, authorise, give, offer, promise, request or undertake any Inducement (or to agree to do any of the same things).

29.4. Archangel agrees to notify the Customer and confirm the same promptly in writing immediately upon discovering any instance where it has, or any of Archangel or Archangel staff have, failed to comply with any provisions of this Clause 29.

29.5. Upon reasonable request by the Customer from time to time the Parties shall meet to discuss, agree and document any additions or amendments to this Agreement that the Customer considers appropriate or necessary to comply with the requirements of, and implement appropriate checks, controls, processes and procedures in relation to, the Bribery Act 2010 or any other law relating to anti-bribery and corruption or anti-money laundering.

30. Modern Slavery

30.1. Archangel shall perform its obligations under this Agreement in compliance with (and shall ensure that its sub-contractors comply with) the Modern Slavery Act 2015.

30.2. Archangel warrants that it meets the requirements of its Modern Slavery Policy as may be amended from time to time.

30.3. Archangel undertakes, warrants and represents that it shall implement appropriate due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.

30.4. Archangel agrees to notify the Customer promptly in writing immediately upon discovering any breach or potential breach of this Clause 30 or any actual or suspected slavery or human trafficking in its supply chains.

31. Freedom Of Information

If the Customer receives a request for information under the Freedom of Information (Scotland) Act 2002 (“FOISA”) or the Freedom of Information Act 2002 (“FOI”) and that request includes information relating to Archangel, the Customer shall

immediately inform Archangel and shall not respond to the request without considering any representations made by Archangel as to why the information relating to Archangel should not be disclosed. The Customer shall consider representations made by Archangel on any applicable exemptions from disclosure under FOISA or FOI and shall use all reasonable endeavours to include such representations in any response.

32. Waiver

The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or other provisions nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have operate as a waiver of any breach or default by the other Party.

33. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid illegal or unenforceable provision eliminated.

34. Entire Agreement

This Agreement supersedes all prior agreements, arrangements and understandings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter hereof. This Clause 34 shall not exclude or limit the rights of either Party in respect of fraudulent misrepresentation.

35. Disputes

35.1. In the event of any dispute arising between the Parties concerning any aspect of this Agreement, the Parties shall meet in good faith to resolve that dispute.

35.2. If the Parties are unable to resolve the dispute within ten (10) Working Days of such a meeting, either Party may propose to the other in writing that structured

negotiations be entered into with the assistance of a mediator or neutral advisor ("Mediator").

35.3. The Parties shall use reasonable endeavours to agree on the identity of the Mediator who shall have suitable experience in the field of disputes. If they are unable to reach agreement or if the Mediator agreed upon is unable or unwilling to act, either Party may within twenty (20) Working Days of the proposal to appoint a Mediator or within twenty (20) Working Days of receipt of notification that the agreed Mediator is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution ("CEDR") if the Customer has its place of business in England and Wales, and to CORE Mediation ("CORE") if the Customer has its place of business in Scotland.

35.4. The Parties shall, within ten (10) Working Days of the appointment of the Mediator, meet with the Mediator in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate the Parties may at any stage seek assistance from CEDR or CORE to provide guidance on a suitable procedure.

35.5. The Parties shall follow the procedure agreed in Clause 35 and endeavour to resolve the dispute or disagreement.

35.6. All negotiations connected with the dispute or disagreement shall be conducted in confidence and unless concluded with a written legally binding agreement be without prejudice to the rights and remedy of the Parties in any future proceedings.

35.7. If the Parties accept the Mediator's recommendations or otherwise reach agreement such agreement shall be put in writing and once it is signed by the Parties shall be binding.

35.8. If the Parties fail to reach agreement in the structured negotiations within twenty (20) Working Days of the Mediator being appointed then any dispute or disagreement may be referred to the courts.

35.9. Both Parties reserve all of their respective rights in the event that no agreed resolution is reached in the mediation procedure and neither Party shall be deemed to be precluded from taking such interim formal steps as may be considered necessary to protect such Party's position while the mediation procedure is pending or continuing.

36. Publicity and Case Studies

36.1. Archangel may reference the Customer in written or verbal company announcements and/or communications (for example, company results updates or annual company reports), provided that such reference is limited to the use of the Customer's name only.

36.2. The Customer agrees to engage with Archangel or its authorised representatives after at least three (3) months of Service being delivered for the mutual purpose of creating a case study.

37. Governing Law

This Agreement is governed and construed in accordance with the laws of Scotland and the Parties hereby submit to the non-exclusive jurisdiction of the Scottish Courts.