

SaaS Terms & Conditions (“Terms”)

1. INTERPRETATION

- 1.1. Words with capital letters will have the meanings given to them in clause 23 of these Terms.
- 1.2. In these Terms references to “includes” or “including” shall be deemed to have the words “without limitation” inserted after them.
- 1.3. Unless otherwise stated, references to “days” means calendar days.

2. CONTRACT PROCESS

- 2.1. Following any request from the Client for Services from Rugged Data, Rugged Data may send the Client a Service Schedule.
- 2.2. If the Client wishes to proceed with the provision of Services in accordance with the Service Schedule the Client must notify Rugged Data in writing from an authorised party on behalf of the Client prior to the commencement of work by Rugged Data, as confirmation that the Service Schedule accurately sets out the Client’s requirements.
- 2.3. No order for Services shall be deemed to be accepted by Rugged Data until the earlier of Rugged Data (a) accepting such offer in writing or (b) providing the Services at which point a **“Contract”** for the provision of Services under these Terms will come into effect.
- 2.4. Each Service Schedule agreed by the Client, or request for Rugged Data’s Services from the Client, shall be deemed to be an offer by the Client to purchase the Services subject to these Terms:
 - 2.4.1. to the exclusion of all other terms and conditions (including any terms and conditions which the Client purports to apply under any purchase order, confirmation of order, specification or other document); and
 - 2.4.2. shall form part of this Contract and is not a separate Contract.
- 2.5. If there is any conflict or inconsistency between the following documents, to the extent of any conflict or inconsistency only, the following order of priority shall apply:
 - 2.5.1. the Service Schedule (including any Additional Terms); and
 - 2.5.2. these Terms.
- 2.6. Rugged Data may, at any time, and in its sole discretion, modify these Terms. Any such modification will be effective immediately on notification to the Client. The Client’s continued use of the Services following any such modification constitutes the Client’s acceptance of the modified Terms.

3. INITIAL CONFIGURATION FOR SUBSCRIPTION SERVICES SET UP

- 3.1. The Client shall provide Rugged Data with details of any Configuration Requirements as is required by Rugged Data to provide the Configuration Services.
- 3.2. Rugged Data shall perform the Configuration Services in accordance with any timetable set out in the Service Schedule. Rugged Data shall use reasonable endeavours to meet any performance dates set out in Service Schedule, but any such dates shall be estimates only.
- 3.3. Where the Client notifies Rugged Data that it wishes to move forward on a Faster Fieldwork Basis then:
 - 3.3.1. this clause 3.3 shall only apply to the element of the Configuration Requirements as agreed with Rugged Data (**“Faster Fieldwork Configuration”**);
 - 3.3.2. the Client shall:
 - (i) notify Rugged Data of all applicable Configuration Requirements for the Faster Fieldwork Configuration and all other relevant Client Materials, information, data and documentation by any date specified by Rugged Data;
 - (ii) carry out all Client Responsibilities, including carrying out any acceptance testing, in accordance with any timescales notified by Rugged Data; and
 - (iii) subject to the Client complying with its obligations under the Contract, if Acceptance of the Faster Fieldwork Configuration is not reached within 28 days of commencement of the Faster Fieldwork Configuration then Rugged Data shall refund the Configuration Fee to the Client.

4. SERVICES, HOSTING, MAINTENANCE AND SUPPORT

- 4.1. In relation to the Subscription Services
 - 4.1.1. Subject to the Client purchasing the Seat Subscriptions in accordance with clause 6.2 and paying the Fees in accordance with clause 14.1, the restrictions set out in this clause 4 and the other terms and conditions of the Contract, Rugged Data hereby grants to the Client a non-exclusive, non-transferable right to permit the Authorised Users to use the Subscription Services and the Documentation during the Subscription Term solely for the Client’s internal business operations.

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- 4.1.2. Rugged Data agrees, during the Subscription Term, to provide the Subscription Services via the Platform, as more particularly described in the Documentation on and subject to the terms of the Contract.
- 4.1.3. Rugged Data shall use commercially reasonable endeavours to make the Subscription Services available 24 hours a day, seven days a week, except for maintenance carried out by Rugged Data.
- 4.1.4. Rugged Data will, as part of the Subscription Services and at no additional cost to the Client, provide the Client with Rugged Data’s Standard Support Services during Support Hours in accordance with Rugged Data’s Support Policy in effect at the time that the Subscription Services are provided (“**Support Policy**”). Rugged Data may amend the Support Policy in its sole and absolute discretion from time to time. The Client may purchase enhanced support services separately at Rugged Data’s then current rates.
- 4.1.5. Where any Update to existing functionality is produced by Rugged Data, Rugged Data may roll out the Update to the Client provided the Client has paid all Fees due and owing under the Contract as at the date of the roll out of the Update.
- 4.1.6. Any Enhancements will be offered to the Client but may be subject to additional payment and/or payment of an additional/increased fee as agreed between the parties.
- 4.2. Where any Additional Services relate to the creation of deliverables including any schematics created by Rugged Data:
 - 4.2.1. the Client shall where such Additional Services require Input Material
 - (i) at its own expense supply Rugged Data with all necessary Input Material relating to the Additional Service within a sufficient time to enable Rugged Data to provide the Additional Service in accordance with the Contract;
 - (ii) ensure the terms of the Service Schedule and information provided in relation to the Service Schedule or during the Contract and all other Input Materials are complete and accurate in all material respects;
 - (iii) co-operate with Rugged Data in all matters relating to the Input Material which Rugged Data may reasonably require;
 - (iv) at its own expense retain duplicate copies of all Input Material as Rugged Data shall not be liable for providing copies of Input Material back to the Client in their original state;
 - (v) procure that it has all necessary licences, consents, and permissions to enable Rugged Data to provide the Additional Service including in relation to the Input Material; and
 - (vi) without prejudice to clause 5, provide all necessary consents, approvals, and sign offs, within the Review Period
 - 4.2.2. Without prejudice to clause 5, the Client must approve in writing the deliverable as meeting its requirements.
 - 4.2.3. Without prejudice to the generality of clause 4.2.4 below, the Rugged Data service in relation to schematic creation is not a technical design service nor a design consultancy. It is a service that digitally replicates Input Materials provided by the Client for Client requirements known to the Client and accordingly clause 4.2.4 shall apply in respect of such schematic deliverables.
 - 4.2.4. The Client accepts responsibility for any deliverable which Rugged Data provides as meeting its requirements. Where Rugged Data has provided any input into an deliverable, the Client agrees that it has had the opportunity to review any such deliverable and acknowledges and agrees that notwithstanding any such input by Rugged Data meets it’s business requirements. Accordingly, Rugged Data shall have no liability in respect of any deliverable not meeting the Client requirements.
- 4.3. If the Client’s approval (whether written or otherwise) is sought by Rugged Data at any stage and is not provided within a reasonable period of time and in any event following a written request for such approval, without prejudice to clause 5.4, Rugged Data reserves the right:
 - 4.3.1. not to commence or continue any Services or any planned stage of the Services until it has received any such required approval (and pursuant to clause 11.5 this may impact on any estimated timescales and/or the price); or
 - 4.3.2. to terminate all or any part of the Services on giving 7 days written notice.

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5. ACCEPTANCE

- 5.1. When Rugged Data considers that the Configuration Services/ Additional Services are ready for activation or any deliverable detailed in clause 4.2 is complete, it shall notify the Client ("**Rugged Data Notification**") and the Client shall within the Review Period:-
 - 5.1.1. in relation to the Configuration Services review the operation of the Configuration Services to confirm that they function in material conformance with the Configuration Requirements; and/or (as the case may be)
 - 5.1.2. review the Additional Service/ any deliverable to confirm that they comply with the Client's requirements as detailed in the Service Schedule
- 5.2. If:-
 - 5.2.1. the Configuration Services fail in any material respect to conform with the Configuration Requirements; and /or (as the case may be)
 - 5.2.2. the Additional Services/ any deliverable fail in any material respect to conform with the Client's requirements as detailed in the Service Schedule,
 the Client shall give Rugged Data a detailed description of any such non-conformance ("**Defect**") in writing, within the review period detailed in the Service Schedule; and
- 5.3. Rugged Data shall use reasonable endeavours to correct any Defect within a reasonable time and, on completion, re-submit the Configuration Services or in relation to the Additional Services, any deliverable (as the case may be) to the Client.
- 5.4. If the Client does not provide any written comments in the Review Period described in clause 5.1.1 and/or clause 5.1.2 (as the case may be); or
 - 5.4.1. if the Configuration Services are found to conform with the Configuration Requirements, then the Configuration Services shall be deemed accepted as from the date of the Rugged Data Notification or the Maximum Configuration Period, whichever is sooner ("**Acceptance**");
 - 5.4.2. if the deliverables are found to comply with the requirements as detailed in clause 4.2, then they shall be deemed accepted as from the date of the Rugged Data Notification ("**Acceptance**").

6. SEAT SUBSCRIPTIONS

- 6.1. Pursuant to clause 4.1 and clause 6.2, each Seat Subscription is a licence granted by Rugged Data to the Client to authorise one (1) Authorised User to use the Subscription Services and the Documentation subject to and in accordance with the terms of this Contract.
- 6.2. Scope of licence of Seat Subscriptions
 - 6.2.1. Each Seat Subscription purchased by the Client for the Subscription Term permits a maximum of one (1) Authorised User per Seat for the Subscription Term (unless replaced in accordance with clause 6.3.3),
 - 6.2.2. The Client must purchase the minimum number of Seats for the Initial Subscription Term as detailed in the Service Schedule, ("**Minimum Seat Subscription**"). The Client will be billed the Minimum Seat Subscription for the Initial Subscription Term plus any other charges incurred in accordance with this Contract including as detailed in clause 6.3.3
- 6.3. In relation to the Authorised Users, the Client undertakes that:
 - 6.3.1. it shall only allow Authorised Users to use Subscription Services/ Documentation as permitted by the scope of the Contract;
 - 6.3.2. the maximum number of Authorised Users that it authorises to access and use the Subscription Services and the Documentation shall not exceed the number of Seat Subscriptions it has purchased from time to time;
 - 6.3.3. it will not allow or suffer any Seat Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation. Without prejudice to any other right or remedy of Rugged Data, Rugged Data reserves to the right to charge the Client (at the same prevailing rates) for any additional individuals which it believes is using the Subscription Service in contravention of the terms of this Contract including in contravention of this clause 6.3.3 and as detailed in clause 6.4.3
 - 6.3.4. each Authorised User shall comply with the Documentation including any security requirements, initiatives or policies introduced by Rugged Data from time to time
- 6.4. Audits

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- 6.4.1. The Client shall permit Rugged Data to audit the Services in order to establish and verify the existence and details of each Authorised User. Such audit may be conducted no more than once per quarter, at Rugged Data's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Client's normal conduct of business; and
 - 6.4.2. if any of the audits referred to in clause 6.4.1 reveal that any access to the Subscription Services has been provided to any individual who is not an Authorised User, then without prejudice to Rugged Data's other rights and remedies under this Contract, the Client shall promptly disable all such access and invoice the Client for usage of the Subscription Services to date; and
 - 6.4.3. if any of the audits referred to in clause 6.4.1 reveal that the Client has underpaid Fees to the Rugged Data, then without prejudice to Rugged Data's other rights and remedies under this Contract, the Client shall pay to Rugged Data an amount equal to such underpayment as calculated in accordance with the Fees set out in the Service Schedule within 10 Business Days of the date of the relevant audit.
 - 6.5. The Client shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 - 6.5.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 6.5.2. facilitates illegal activity;
 - 6.5.3. depicts sexually explicit images;
 - 6.5.4. promotes unlawful violence;
 - 6.5.5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
 - 6.5.6. in a manner that is otherwise illegal or causes damage or injury to any person or property;
- and Rugged Data reserves the right, without liability or prejudice to its other rights to the Client, to disable the Client's access to any material that breaches the provisions of this clause.
- 6.6. The Client shall not:
 - 6.6.1. except to the extent expressly permitted under the Contract, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services including the Platform and/or Documentation (as applicable) in any form or media or by any means; or
 - 6.6.2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Platform; or
 - 6.6.3. access all or any part of the Services including the Subscription Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
 - 6.6.4. use the Services and/or Documentation to provide services to third parties; or
 - 6.6.5. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
 - 6.6.6. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 6.
 - 6.7. The Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Rugged Data whereupon without prejudice to any other rights or remedies of Rugged Data, Rugged Data shall be entitled to invoice the Client for any such additional usage on a pro-rata basis of the Fees including invoicing in relation to, where relevant, a pro-rata basis of the Subscription Services
 - 6.8. Any rights provided under this clause 6 are granted to the Client only, and shall not be considered granted to any subsidiary or holding company of the Client.

7. CHANGES TO SEAT SUBSCRIPTIONS

- 7.1. During the Initial Subscription Term or the Subsequent Fixed Subscription Term, the Client shall not be permitted to reduce the Initial Seat Subscription. After the expiry of the Initial Subscription Term, reductions to the Initial Seat Subscription may take place as detailed in clause 7.4.
- 7.2. The Client may during the Initial Subscription Term or any Subsequent Fixed Subscription Term, purchase additional Seat Subscriptions by placing a request for such additional Seats

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via the Platform whereupon the Client agrees to pay and payment will be taken from the Client's payment card pursuant to clause 14.2 on the following basis:-

7.2.1. if such additional Seat Subscriptions are purchased by the Client:

- (i) part way through the Initial Subscription Term or Subsequent Fixed Subscription Term, such fees shall be pro-rated for the remainder of the Initial Subscription Term or Subsequent Fixed Subscription Term and apply in full during any Subsequent Subscription Term; or
- (ii) during the Subsequent Subscription Term, such fees (as increased in accordance with the Contract) shall be applied on a pro rata basis to the end of the month in which the purchase was made and thereafter the revised Subscription Fee shall be applied on a monthly basis for the remainder of the Subscription Term.

7.3. Rugged Data shall on payment by the Client pursuant to clause 7.2 grant access to the Subscription Services and the Documentation to such additional Authorised Users in accordance with the provisions of the Contract.

7.4. The Client may after the Initial Subscription Term reduce the Initial Seat Subscription by contacting Rugged Data via the Hub to agree the details of the changes requested pursuant to clause 10.3 and once agreed Rugged Data will invoice/ credit the Client accordingly and the Client will pay pursuant to clause 14.

8. THIRD PARTY PROVIDERS

8.1. The Client acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties including via third-party websites, APIs, defined file formats transferred over SFTP and that it does so solely at its own risk.

8.2. Unless expressly stated otherwise:

8.2.1. Rugged Data makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party application, or any transactions completed, and any contract entered into by the Client, with any such third party. Any contract entered into and any transaction completed via any third-party means including a website, API or SFTP is between the Client the relevant third party, and not Rugged Data and all costs in relation to such shall be borne by the Client;

8.2.2. Rugged Data does not endorse or approve any third-party application or supplier nor the content of any of the third-party application made available via the Services.

9. RUGGED DATA'S OBLIGATIONS

9.1. Rugged Data warrants that:-

9.1.1. the Services will be performed with reasonable skill and care; and

9.1.2. without prejudice to clause 9.1.1 Rugged Data warrants that the Subscription Services shall also be performed substantially in accordance with the Documentation.

9.2. The warranty at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Rugged Data's instructions, or modification or alteration of the Services by any party other than Rugged Data or Rugged Data's duly authorised contractors or agents.

9.3. If the Services do not conform with clause 9.1, Rugged Data will use all reasonable commercial endeavours to correct any such non-conformance or provide the Client with an alternative means of accomplishing the desired performance provided always that the non-compliance has not been caused by the Client. Such correction or substitution constitutes the Client's sole and exclusive remedy for any breach of the warranty set out in clause 9.1.

9.4. Notwithstanding the foregoing, Rugged Data:

9.4.1. does not warrant that the Client's use of the Services will be uninterrupted or error-free or that the Services including any Subscription Services, the Documentation and/or the information obtained by the Client through the Subscription Services will meet the Client's requirements; and

9.4.2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Client acknowledges that the Services including the Subscription Services and the Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

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- 9.5. The Contract shall not prevent Rugged Data from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Contract.
- 9.6. Rugged Data warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Contract.

10. WORK CARRIED OUT OUTSIDE THE AGREED SCOPE OF SERVICES / CHANGES TO SPECIFICATIONS ETC

- 10.1. Where the Client requests additional work, Rugged Data may ask the Client to agree a new Contract for Additional Services in which case clause 10.3 shall apply or such request may be treated as a variation to the Contract, in which case clause 10.2 shall apply.
- 10.2. Subject to clause 7.2 (i.e. where additional Seat Subscriptions are requested and processed via the Hub), if during the Contract the Client asks for any changes to the Services or the Contract; requirement change or specification including:
 - 10.2.1. changes to the Service Schedule;
 - 10.2.2. changes to the Services;
 - 10.2.3. changes to the Configuration Requirements;
 - 10.2.4. an Enhancement; and/or
 - 10.2.5. changes to the Client’s requirements;

which in Rugged Data’s reasonable opinion gives rise to:

- 10.2.6. a service which Rugged Data has not already agreed to provide to the Client; or
- 10.2.7. a change to the Services or specifications that Rugged Data has already agreed to provide to the Client,

then:

- 10.2.8. Rugged Data will endeavour to notify the Client as soon as possible of any impact on Services Rugged Data is currently carrying out for the Client in relation to estimated timescales and prices;
- 10.2.9. where it is reasonably possible Rugged Data will endeavour to notify the Client of any additional costs before Rugged Data commences any work; and
- 10.2.10. unless otherwise agreed any work carried out by Rugged Data which is outside the scope of any agreed Services will be charged at Rugged Data’s prevailing time and materials rates in place from time to time.

10.3. Requesting Additional Services

- 10.3.1. The Client from time to time may request Rugged Data to supply additional services to the Subscription Services (i.e. “**Additional Services**”). Rugged Data shall endeavour to comply with the Client’s request and where Rugged Data agrees to provide any such Additional Services:
 - (i) the details of those Additional Services shall be as agreed between Rugged Data and the Client from time to time; and
 - (ii) unless otherwise agreed by Rugged Data in writing these Terms shall apply to the provision of such Additional Services.

11. CLIENT’S OBLIGATIONS

- 11.1. The Client shall and shall procure that the Client’s personnel comply with the Client’s obligations under the Contract including those as detailed in this clause 11, or as may be agreed from time to time (“**Client Responsibilities**”).
- 11.2. The Client acknowledges that Rugged Data’s ability to provide the Services are dependent upon the full and timely co-operation of the Client as well as the accuracy and completeness of any information and data the Client provides to Rugged Data. Accordingly, the Client shall:
 - 11.2.1. provide Rugged Data with access to and use of all Client Materials, information, data documentation, personnel and such systems and software of the Client reasonably required by Rugged Data for its performance of its obligations under the Contract;
 - 11.2.2. provide all necessary co-operation in relation to the Contract.
- 11.3. The Client shall:
 - 11.3.1. comply with all applicable laws and regulations with respect to its activities under the Contract. The Client’s use of the Services may, from time to time, be governed by statutory or regulatory rules and requirements external to the terms and conditions of the Contract and it shall be the Client’s exclusive responsibility to ensure that their use of the Service is in compliance with any such laws and regulations;
 - 11.3.2. carry out all other Client Responsibilities in a timely and efficient manner;

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- 11.3.3. ensure that the Authorised Users use the Subscription Services and the Documentation in accordance with the Contract and shall be responsible for any Authorised User's breach of the Contract;
- 11.3.4. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Rugged Data, its contractors and agents to perform their obligations under the Contract, including without limitation the Services;
- 11.3.5. ensure that its network and systems comply with the relevant specifications provided by Rugged Data from time to time; and
- 11.3.6. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Rugged Data's data centres, and all problems, delays, delivery failures and all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.
- 11.4. The Client shall not, nor anyone on their behalf:
 - 11.4.1. use or redistribute the Subscription Services for the purpose of conducting the business of an Application Service Provider;
 - 11.4.2. not redistribute or reproduce the Subscription Services through any network;
 - 11.4.3. allow any unauthorised third party to access the Subscription Services;
 - 11.4.4. make changes of any kind to the Services including the Subscription Services; or
 - 11.4.5. attempt to correct any fault or perceived fault in the Subscription Services.
- 11.5. In the event of any delays or failures in the Client's provision of such assistance as agreed by the parties under the Contract including any approvals required by Rugged Data pursuant to clause 4.2.2, without prejudice to any other rights or remedies of Rugged Data, Rugged Data:
 - 11.5.1. shall not be liable for any failure or delays in carrying out its obligations under the Contract resulting from the Client's failure or delay to fulfil any of the Client Responsibilities; and/or
 - 11.5.2. may adjust any agreed timetable or delivery schedule as reasonably necessary.
- 11.6. The Client shall continue to pay the Fees to Rugged Data in accordance with the Contract notwithstanding any failure by the Client to comply with this clause 11.
- 11.7. The Client shall remain liable to Rugged Data for any acts of omissions of any Client personnel (whether tortious, contractual; or otherwise) as if such acts or omissions had been committed or omitted by the Client itself.

12. CLIENT SYSTEMS

- 12.1. The Client is responsible for ensuring that the Client Systems meet any specification set out in the Documentation to receive the Subscription Services.
- 12.2. Rugged Data may need at times during the Subscription Term to access the Client Systems remotely for the purposes of inspecting, testing and supporting the Subscription Services.
- 12.3. Where, in Rugged Data's opinion, Client Systems are likely to cause disruption to the Subscription Services, Rugged Data may request that the Client disconnects from the Subscription Services until advised that reconnection is possible. Rugged Data may require changes such as upgrades or equipment replacement to be made to the Client Systems prior to reconnection.
- 12.4. The Client shall ensure that no Client Systems are connected to a third-party ASP system or other service, communications system or network in such a way that the Subscription Services may be accessed by unauthorised third parties.

13. TASK DATA

- 13.1. The Client shall own all right, title and interest in and to all of the Task Data and shall have sole responsibility for:
 - 13.1.1. the legality, reliability, integrity, accuracy and quality of the Task Data; and
 - 13.1.2. any losses of data, programs, breaches of security, viruses and disabling or harmful devices that the Authorised User may download or otherwise experience introduced by the Client.
- 13.2. Rugged Data may modify or adapt Task Data in order to transmit, display or distribute it over computer networks and in various media and/or make changes to the Task Data as are necessary to perform the Subscription Services, including for reasons such as, to conform and adapt it to any requirements or limitations of any networks, devices, services or media.
- 13.3. In the event of any loss or damage to Task Data, the Client's sole and exclusive remedy shall be for Rugged Data to use reasonable commercial endeavours to restore the lost or damaged Task Data from the latest back-up of such Task Data maintained by Rugged Data. Rugged

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Data shall not be responsible for any loss, destruction, alteration or disclosure of Task Data caused by any third party (except those third parties sub-contracted by Rugged Data to perform services related to Task Data maintenance and back-up).

14. FEES AND PAYMENT

- 14.1. The Client shall pay the Fees to Rugged Data for the Services in accordance with this clause 14 and the Service Schedule.
- 14.2. The Client shall on the Effective Date provide to Rugged Data (which for the purposes of this clause 14.2 shall include any payment providers nominated by Rugged Data from time to time) valid, up-to-date and complete payment card details or approved purchase order information acceptable to Rugged Data and any other relevant valid, up-to-date and complete contact and billing details and, if the Client provides its payment card details to Rugged Data, the Client agrees to pay and hereby authorises Rugged Data to bill such payment card:
 - 14.2.1. on the Effective Date:-
 - (i) for 100% of the Configuration Fee (and Rugged Data may refund part or all of the Configuration Fee) in accordance with clause 3.3;
 - (ii) the first monthly instalment of the Subscription Fees payable in respect of the Initial Subscription Term, (in relation to which Rugged Data may in its discretion delay invoicing until the sooner of Acceptance or the end of the Maximum Configuration Period); and
 - 14.2.2. subsequent monthly instalments of the Subscription Fees;
 - 14.2.3. any other charges due under this Contract including in relation to any Additional Services and as detailed in clause 6.3.3; clause 6.4.3; clause 6.7; clause 7.2; and clause 18.5.6
- 14.3. If Rugged Data has not received payment within 7 days after the due date, and without prejudice to any other rights and remedies of the Rugged Data:
 - 14.3.1. Rugged Data may, without liability to the Client, cease or suspend the provision of the Services including disabling any password, account and access to all or part of the Subscription Services and Rugged Data shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 14.3.2. 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.
- 14.4. All amounts and fees stated or referred to in the Contract:
 - 14.4.1. shall be payable in pounds sterling;
 - 14.4.2. are non-cancellable and non-refundable;
 - 14.4.3. are exclusive of value added tax, which shall be added to Rugged Data's invoice(s) at the appropriate rate.
- 14.5. Rugged Data shall be entitled to increase the Fees (including the fees payable in respect of the additional Seat Subscriptions purchased pursuant to clause 6.2) on expiry of the Initial Subscription Term or any Subsequent Fixed Subscription Term at any time thereafter upon 30 days' prior notice to the Client.

15. PROPRIETARY RIGHTS

- 15.1. The Client acknowledges and agrees that Rugged Data and/or its licensors own all Intellectual Property Rights in the Platform, the Services and the Documentation and any in respect of any deliverables created as a result of the Additional Services. Except as expressly stated herein, the Contract does not grant the Client any rights to, or in, Intellectual Property Rights in respect of the Platform, the Services or the Documentation or any deliverables created as a result of the Additional Services.
- 15.2. Subject to clause 15.4, Rugged Data confirms that it has all the rights in relation to the Services and the Documentation and any deliverables created as a result of the Additional Services that are necessary to grant all the rights it purports to grant under, and in accordance with, the Contract.
- 15.3. Nothing in this clause 15 shall restrict the right of the Client to ownership, copying and use of the Task Data or Client Materials in any way.
- 15.4. Client Materials
 - 15.4.1. All Intellectual Property Rights in Client Materials shall remain vested in the Client at all times and the Client grants Rugged Data a non-exclusive, transferrable licence to

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use the Intellectual Property Rights in Client Materials during the term of the Contract for the purpose of providing the Services under this Contract.

- 15.4.2. Rugged Data may licence any third party that it has engaged to provide any part of the Services to use the Intellectual Property Rights in Client Materials for the purpose of providing the Services.
- 15.4.3. The Client warrants that any Client Materials the Client provides Rugged Data with under this Contract do not infringe the Intellectual Property Rights of any third party.
- 15.4.4. The Client shall indemnify Rugged Data and keep Rugged Data indemnified and hold Rugged Data harmless in respect of all costs, or losses sustained or incurred by Rugged Data (including any legal costs, any direct, indirect or consequential losses, loss of profit and loss of reputation), that arise directly or indirectly from a breach of the warranty in clause 15.4.3.
- 15.5. Any feedback, comments, or suggestions the Client may provide regarding Rugged Data, or the Services is entirely voluntary and Rugged Data will be free to use such feedback, comments or suggestions as it sees fit and without any obligation to the Client. Rugged Data shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by the Client, including Authorised Users, relating to the operation of the Subscription Services.

16. CONFIDENTIALITY

- 16.1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Contract.
- 16.2. A party's Confidential Information shall not be deemed to include information that:
 - 16.2.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 16.2.2. was in the other party's lawful possession before the disclosure;
 - 16.2.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 16.2.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 16.2.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 16.3. 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 the Contract.
- 16.4. 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 the Contract.
- 16.5. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 16.6. The Client acknowledges that details of the Services, including the results of any performance tests of the Subscription Services, constitute Rugged Data's Confidential Information.
- 16.7. This clause 16 shall survive termination of the Contract, however arising.
- 16.8. No party shall make, or permit any person to make, any public announcement concerning the Contract 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, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

17. DATA PROTECTION

- 17.1. In this clause 17 the followings words shall have the following meanings:
 - 17.1.1. “Data Protection Legislation” shall mean any law, statute, regulation, rule or other binding restriction regarding the protection of individuals with regards to the processing of their personal data to which a party is subject, including the DPA, any other European Union legislation which apply to a party and any code of practice or guidance published by the Information Commissioner's Office from time to time;
 - 17.1.2. “DPA” shall mean the Data Protection Act 2018;
 - 17.1.3. “process”, “personal data”, “data processor”, “data controller”, “data subject” shall have the terms given to them in the Data Protection Legislation.

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- 17.2. If and to the extent that Rugged Data processes any personal data on behalf of the Client in connection with the Services, the parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the data controller and Rugged Data is the data processor.
- 17.3. Both parties will comply with all applicable requirements of the Data Protection Legislation.
- 17.4. The Data Processing Appendix sets out the scope, nature and purpose of processing by Rugged Data, the duration of the processing and the types of personal data and categories of data subject in relation to the Services.
- 17.5. Without prejudice to the generality of clause 17.3, the Client will:
 - 17.5.1. provide complete, accurate and lawful written instructions to Rugged Data to govern the processing of personal data as initially set out in the Data Processing Appendix;
 - 17.5.2. ensure that the Client has all necessary consents and notices in place to enable lawful transfer of the personal data to Rugged Data for the duration and purposes of the Services; and
 - 17.5.3. notify Rugged Data without undue delay on becoming aware of a personal data breach which has or may have an impact on the processing carried out by Rugged Data or the written instructions for processing.
- 17.6. Without prejudice to the generality of clause 17.3, Rugged Data shall, in relation to any personal data processed in connection with the performance by Rugged Data of its obligations under the Contract:
 - 17.6.1. process that personal data only on the written instructions of the Client as set out in the Data Processing Appendix unless Rugged Data is required by the laws of England or by the laws of the European Union (for so long as and to the extent that they apply to Rugged Data) to process personal data ("**Applicable Laws**"). Where Rugged Data is relying on Applicable Laws as the basis for processing personal data, Rugged Data shall promptly notify the Client of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Rugged Data from so notifying the Client;
 - 17.6.2. ensure that it has in place appropriate technical and organisational measures, 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);
 - 17.6.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
 - 17.6.4. not transfer any personal data outside of the European Economic Area (which includes the United Kingdom for the purposes of this Agreement) unless the following conditions are fulfilled:
 - (i) the Client or Rugged Data has provided appropriate safeguards in relation to the transfer;
 - (ii) the data subject has enforceable rights and effective legal remedies;
 - (iii) Rugged Data complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
 - (iv) at the Client's cost, Rugged Data complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the personal data;
 - 17.6.5. assist the Client, at the Client'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;
 - 17.6.6. notify the Client without undue delay on becoming aware of a personal data breach;

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- 17.6.7. at the written direction of the Client, delete or return personal data and copies thereof to the Client on termination of the Contract unless required by Applicable Law to store the personal data; and
- 17.6.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 17.
- 17.7. The Client consents to Rugged Data appointing third-party processors of personal data under the Contract and Rugged Data shall provide the Client with a list of current sub-processors on request. Rugged Data confirms that it has with the third-party processor entered into a written agreement substantially on that third party's standard terms of business. Prior to appointing any other sub-processors, Rugged Data shall give the Client 30 days' prior notice after which time the Client shall have 90 days' to terminate the Contract if the Client does not agree to the appointment. As between the Client and Rugged Data, Rugged Data shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 17.7.
- 17.8. Any changes made or additions to the requirements of the Client in respect of its data processing requirements shall be dealt with via clause 10.

18. TERM AND TERMINATION

- 18.1. This Contract commences on the Effective Date and unless otherwise terminated as provided in accordance with clause 18.4 below shall continue until either party gives notice to terminate the Subscription Services pursuant to clause 18.3.1.
- 18.2. Subject to earlier termination in accordance with clause 18.3 and 18.4;
 - 18.2.1. the Subscription Services shall commence on Acceptance and continue for the Initial Subscription Term and thereafter may either be renewed for another fixed term ("**Subsequent Fixed Subscription Term**") or shall automatically continue ("**Subsequent Subscription Term**"). The Initial Subscription Term together with any Subsequent Subscription Term shall constitute the "**Subscription Term**".
 - 18.2.2. any Additional Services shall commence on the date detailed in the Service Schedule and shall continue for any duration as detailed in the Service Schedule or if none are stated until such Additional Services are complete.
- 18.3. Unless otherwise terminated as provided in accordance with clause 18.4 below either party may terminate:
 - 18.3.1. the Subscription Services by giving at least 30 days written notice to end no earlier than the end of the Initial Subscription Term or any Subsequent Fixed Subscription Term;
 - 18.3.2. the Additional Services immediately on written notice to Rugged Data provided that such notice is served prior to expiry of 90 days from the Effective Date.
- 18.4. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 18.4.1. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than 28 days after being notified in writing to make such payment;
 - 18.4.2. the other party commits a material breach of any other term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 28 days after being notified in writing to do so.
- 18.5. On termination of the Contract for any reason:
 - 18.5.1. all Services shall terminate automatically;
 - 18.5.2. all licences granted under the Contract shall immediately terminate;
 - 18.5.3. the Client is responsible for downloading a copy of any data (including Task Data) within 28 days of the termination date and Rugged Data shall have no obligation to retain or any data after this date in relation to the Services
 - 18.5.4. the Client shall uninstall or otherwise remove any means of access to the Subscription Services;
 - 18.5.5. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 - 18.5.6. the Client shall immediately pay Rugged Data any amounts owing under the Contract;
 - 18.5.7. 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

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of the Contract which existed at or before the date of termination shall not be affected or prejudiced.

19. WARRANTIES

- 19.1. Each party warrants that it has all necessary power and authority to enter into the Contract.

20. INDEMNITY

- 20.1. The Client shall defend, indemnify and hold harmless Rugged Data against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Client's use of the Services and/or Documentation, provided that:
- 20.1.1. the Client is given prompt notice of any such claim;
 - 20.1.2. Rugged Data provides reasonable co-operation to the Client in the defence and settlement of such claim, at the Client's expense; and
 - 20.1.3. the Client is given sole authority to defend or settle the claim.

21. LIMITATION OF LIABILITY

- 21.1. This clause 21 sets out the entire financial liability of Rugged Data (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client:
- 21.1.1. arising under or in connection with the Contract;
 - 21.1.2. in respect of any use made by the Client of the Services and Documentation or any part of them; and
 - 21.1.3. in respect of any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 21.2. Except as expressly and specifically provided in the Contract:
- 21.2.1. the Client assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Client, and for conclusions drawn from such use. Rugged Data shall have no liability for any damage caused by errors or omissions in any Input Materials provided to Rugged Data by the Client in connection with the Services, or any actions taken by Rugged Data at the Client's direction;
 - 21.2.2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Contract; and
 - 21.2.3. the Services and the Documentation are provided to the Client on an "as is" basis.
- 21.3. Nothing in the Contract excludes the liability of the Rugged Data:
- 21.3.1. for death or personal injury caused by Rugged Data's negligence; or
 - 21.3.2. for fraud or fraudulent misrepresentation.
- 21.4. Subject to clause 21.3:
- 21.4.1. Rugged Data shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Contract; and
 - 21.4.2. Rugged Data's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim arose.
- 21.5. Rugged Data shall have no liability to the Client for any loss, damage, costs, expenses, or other claims for compensation arising from the Services (including in relation to the Additional Services including any deliverables arising therefrom) created on the basis of the Client's Input Material supplied by the Client which are incomplete, inaccurate, illegible, out of sequence, or in the wrong form, or arising from their late arrival or non-arrival or for any actions taken by Rugged Data at the Client's direction.

22. GENERAL

- 22.1. Rugged Data shall not be liable for any failure or delay in performing its obligations as a result of a Force Majeure Event. If a Force Majeure Event continues for more 14 days, Rugged Data shall be entitled to terminate the Contract by giving 7 days' notice in writing.
- 22.2. The Client shall not partially or wholly assign or sub-contract any of its obligations under the Contract.

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- 22.3. Rugged Data may perform any or all of its obligations under the Contract through sub-contractors, agents or other third parties, without the Client’s written consent.
- 22.4. The Contract represents the entire agreement between the parties and supersedes all earlier warranties, representations, statements or agreements (whether written or oral). The Client acknowledges that in entering into the Contract, the Client has not relied on any, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Contract or not) other than as expressly set out in the Contract as a warranty.
- 22.5. Any notice under the Contract or required by statute, law or regulation shall be delivered in person, sent by registered mail, properly posted and fully pre-paid in a envelope to the respective parties at their respective registered or principal offices.
- 22.6. The parties intend that any person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (the “Act”) to enforce any term of the Contract, but this does not affect any right or remedy of a third party which exists, or is available, apart from the Act.
- 22.7. If any provision is found by any Court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity shall not affect the rest of the Contract, which shall remain in full force and effect.
- 22.8. Failure by Rugged Data to exercise or enforce any of its rights or remedies under the Contract shall not constitute a waiver of any such right or remedy, nor shall it prevent the exercise or enforcement of the right or remedy at any time.
- 22.9. If the Client is unhappy with any aspect of the Services, please contact Rugged Data on the contact details set out on its website.
- 22.10. Unless otherwise expressly stated, nothing in these Terms shall create a partnership or agency between the parties.
- 22.11. If a dispute arises between the parties in relation to the Contract in any way, the parties shall first try in good faith to amicably resolve the dispute within 28 days of the dispute arising.
- 22.12. Subject to clause 22.11, the Contract and any dispute arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the courts of England & Wales having exclusive jurisdiction in relation to such.

23. DEFINITIONS

23.1. The definitions in this clause apply in the Terms.

Acceptance: as defined in clause 5.4

Additional Services: any services as defined in the Service Schedule and/or that are not Subscription Services that are procured by the Client pursuant to clause 10.3. including administrative support services and the creation of schematics for the Client.

Additional Terms: as may be detailed in the Service Schedule from time to time.

App: the Rugged Data mobile application available for the Client’s Authorised Users to download on Google Play Store.

Authorised Users: those employees, agents and independent contractors of the Client who are authorised by the Client to use the Subscription Services and the Documentation.

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

Client: as set out in the Service Schedule.

Client Materials: any instructions, information, text, data, calculations, code, literature, photographs, documentation, designs, layouts, artwork, storyboards, diagrams, scripts, graphics, presentations, drawings, documents, charts, video, audio or other materials or creative content the Client provides to Rugged Data.

Client Systems: the Client’s hardware, firmware, software and communications infrastructure through and on which the Subscription Services are to be used.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 16.6

Configuration Fee: the fee payable by the Client to Rugged Data for the Configuration Services, as set out in the Service Schedule.

Configuration Requirements: the Client’s requirements for the Platform as notified to Rugged Data prior to commencement of the Subscription Services as detailed in the Service Schedule.

Configuration Services: configuration of the Platform to the Configuration Requirements.

Contract: as defined in clause 2.3

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Documentation: the document made available to the Client by Rugged Data online via the Website or such other web address notified by Rugged Data to the Client from time to time which sets out a description of the Subscription Services and the online user guide for the subscription Services.

Effective Date: the date of the Contract.

Enhancement: a modification to the Platform other than an Update which: (i) contains significant new features; (ii) may be priced and offered separately as an optional addition to the Subscription Services; and (iii) is not made routinely available to Clients that purchase the Subscription Services.

Faster Fieldwork Basis: expedited Configuration Services subject to and in accordance with the requirements detailed in the Contract.

Faster Fieldwork Configuration: as detailed in clause 3.3

Fees: the fees due under this Contract for the Services including the Configuration Fee and Subscription Fees and any other fees due under this Contract including any fees for Additional Services

Force Majeure Event: a Force Majeure Event includes any act, event, non-happening, omission or accident beyond Rugged Data’s reasonable control and includes in particular the following: (i) strikes lock-outs or other industrial action; (ii) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; (iii) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; (iv) impossibility of the use of public or private telecommunications networks; and (v) the acts, decrees, legislation, regulations or restrictions of any government; (vi) acts of third parties.

Initial Subscription Term: as set out in the Service Schedule.

Input Material: means any Client Materials provided by the Client or on behalf of the Client whether belonging to the Client or a third party relating to the Additional Services including Plans which Rugged Data uses to create deliverables against

Intellectual Property Rights: intellectual property rights being, all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Maximum Configuration Period: 28 days or as otherwise detailed in the Service Schedule or otherwise notified by Rugged Data from time to time

Minimum Seat Subscription: as detailed in clause 6.2.2

Plans: any plan or network or diagram in any format whether handwritten or digital or otherwise

Platform: the mobile data platform provided by Rugged Data, provided by the App, Website and other properties, as part of the Subscription Services.

Review Period: in respect of the Configuration Services, within five days of the Rugged Data Notification or such shorter period as notified by Rugged Data where it relates to Faster Fieldwork Configuration) and in respect of the Additional Services and any deliverable as detailed in the Service Schedule or of there is none detailed, within 7 working days of the Rugged Data Notification.

Rugged Data: Nuffield Technologies Limited (04619513) whose registered office is at Unit 4 Acorn Business Park, Ling Road, Poole, BH12 4NZ trading as Rugged Data.

Rugged Data Notification: as detailed in clause 5.1

Seat Subscriptions: the Seat Subscriptions purchased by the Client pursuant to the Contract which entitle Authorised Users to access and use the Subscription Services and the Documentation in accordance with the Contract.

Service Schedule: the service schedule for the Services agreed by or on behalf of the Client which is accepted by Rugged Data pursuant to clause 2.3 or any subsequent written order for Additional Services from time to time during the term of this Contract

Services: any services provided under this Contract including the Subscription Services, related Configuration Services and the Additional Services.

Standard Support Services: as detailed in the Support Policy

Subscription: the subscription level of the Platform made available to the Client as part of the Subscription Services, initially as set out in the Service Schedule.

Subscription Fees: the subscription fees payable by the Client to Rugged Data for the Seat Subscriptions and the Subscription Services, as set out the Service Schedule as varied from time to time in accordance with the Contract.

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Subscription Services: the subscription services provided by Rugged Data to the Client under the Contract via the Platform as described in the Service Schedule, and as more particularly described in the Documentation

Subscription Term: has the meaning given in clause 18.2

Subsequent Fixed Subscription Term: the period described in clause 18.2

Subsequent Subscription Term: the period described in clause 18.2.

Support Hours: as detailed in the Support Policy.

Support Policy: Rugged Data's policy for providing support in relation to the Subscription Services as made available to the Client from time to time.

Task Data: the data inputted by the Client, Authorised Users, or Rugged Data on the Client's behalf for the purpose of using the Subscription Services or facilitating the Client's use of the Subscription Services, including but not limited to data, information, images, pdfs, employee data, and data or reports generated by the Platform.

Update/Updated: any improvements, modifications or corrections to the functionality of the Subscription Services that are generally made available at no additional cost to Rugged Data's Clients who purchase the Subscription Services.

Virus: any thing or device (including any software, code, file or programme) which may: 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; 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 re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Website: [Ruggeddata.co.uk](https://ruggeddata.co.uk).