FRAMEWORK AGREEMENT FOR THE SUPPLY OF CLOUD BASED IOT MANAGEMENT & ANALYTICS SERVICES AND ASSOCIATED PROCUCTS

This Agreement is made on [DATE] 202[ ]

BETWEEN:

(1) **Total Care & Support Limited**, incorporated and registered in England and Wales with company number 04462867 whose registered office is at Time Technology Park, Blackburn Road, Simonstone, Lancashire BB12 7TW (the **Supplier**); and

(2) **[Customer Name]**, incorporated and registered in England and Wales with company number […] whose registered office is at […] (the **Customer**).

Each a '**Party**' and together the "**Parties**".

BACKGROUND

(A) The Supplier provides a cloud-hosted Internet of Things (IoT) management, monitoring and analytics software platform (the **Vision Platform**) together with associated deployment, support and optional managed services, and may also supply sensors, gateways and related equipment, as further described in this Agreement.

(B) The Customer wishes to procure access to the Vision Platform and, where applicable, related Services and Products in accordance with the terms of this Framework Agreement.

(C) The parties wish to establish a non-exclusive framework agreement setting out the terms on which the Customer may from time to time place Purchase Orders for the supply of Products and/or Services.

(D) Each Purchase Order accepted by the Supplier shall constitute a separate Contract between the parties, incorporating the terms of this Agreement, the applicable Schedules and the relevant Purchase Order.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

The following definitions apply in this Agreement:

Affiliate: in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, where *control* means the direct or indirect ownership of more than fifty per cent (50%) of the voting securities or equivalent ownership interests of that entity.

Applicable Laws: all laws, statutes, regulations, regulatory requirements and codes of practice applicable to a party or to the Services from time to time in force, including the Bribery Act 2010, the Modern Slavery Act 2015, Data Protection Laws and any applicable public-sector procurement requirements.

Agreement: this Framework Agreement, including its Schedules and any variations or addenda executed in accordance with its terms.

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

Business Hours: 09:00 to 17:00 on any Business Day.

Charges: the charges payable by the Customer to the Supplier for the Services and/or Devices, as set out in the applicable Purchase Order.

Confidential Information: any information of a confidential nature (whether written, oral, visual or electronic) relating to the business, affairs, technology, operations, customers, pricing, software, data, know-how or plans of a party or its Group, disclosed in connection with this Agreement, but excluding information which is or becomes public other than through breach of this Agreement.

Connectivity Services means the provision of managed network connectivity services, including LoRaWAN network access and associated backhaul, supplied by the Supplier pursuant to Schedule 7

Contract: a legally binding contract formed pursuant to a Purchase Order accepted by the Supplier under this Agreement.

Contract Manager: the individual appointed by each party and notified to the other for contract management purposes.

Contract Year: a period of twelve (12) consecutive months commencing on the Effective Date and each anniversary of the Effective Date.

Customer Data: all data (including telemetry, configuration data, alerts and reports) input into, generated by or processed within the Vision Platform on behalf of the Customer in connection with the Services.

Customer Personal Data: has the meaning given in Schedule 6 (Data Protection).

Data Protection Laws: all laws and regulations relating to data protection and privacy applicable to the processing of personal data under this Agreement, including the UK GDPR and the Data Protection Act 2018.

Devices: sensors, gateways and other IoT hardware supplied by the Supplier under a Purchase Order for use in connection with the Services.

Effective Date: the date of this Agreement.

Force Majeure Event: any event or circumstance beyond a party's reasonable control as described in clause 15.

Group: in relation to a company, that company, any subsidiary or holding company of that company from time to time, and any subsidiary of such holding company.

Initial Term: the initial term of a Contract as specified in the relevant Purchase Order.

Intellectual Property Rights: all intellectual property rights of any kind, whether registered or unregistered, including copyright, database rights, patents, trade marks, trade secrets, know-how, software rights and all similar or equivalent rights subsisting anywhere in the world.

LoRaWAN Network means a low-power, wide-area network based on the LoRaWAN protocol used to transmit data from Devices to the Vision platform, whether operated by the Supplier or by a subcontracted Affiliate or third party..

Losses: all losses, liabilities, damages, costs, expenses and fines (including reasonable legal and professional costs on a full indemnity basis).

Purchase Order or **PO**: an order placed by the Customer under this Framework Agreement for Services and/or Devices, which is accepted by the Supplier in writing.

Renewal Term: each successive twelve (12)-month period following expiry of the Initial Term of a Contract, unless otherwise specified in the relevant Purchase Order.

Schedule: a schedule to this Agreement.

Services: the Vision Services together with any deployment, support or optional managed services specified in a Purchase Order.

Service Scope: the description of the Services set out in Schedule 1 (Service Scope).

Supplier Personnel: the Supplier's employees, agents, contractors and subcontractors engaged in the provision of the Services.

Term: the duration of a Contract, comprising the Initial Term and any Renewal Term.

UK GDPR: has the meaning given in section 3(10) of the Data Protection Act 2018.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar or replacement tax.

Vision Platform: the Supplier's cloud-hosted IoT management, monitoring and analytics software platform provided on a subscription basis as part of the Services.

Vision Services: access to and use of the Vision Platform and associated analytics, dashboards, alerts and reporting functionality, as described in the Schedule 1.

1.2 **Interpretation**

The following rules of interpretation apply in this Agreement:

(a) Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.

(b) References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.

(c) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

(d) A reference to a statute or statutory provision is a reference to it as amended, extended, re-enacted or replaced from time to time and includes all subordinate legislation made under it.

(e) Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular and a reference to one gender includes all genders.

(f) A reference to a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.

(g) Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

(h) A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

(i) The words "include", "including", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

(j) A reference to "writing" or "written" includes email but not fax.

(k) A reference to this Agreement or any other agreement or document is a reference to this Agreement or such other agreement or document as varied or novated from time to time (in each case, other than in breach of the provisions of this Agreement).

(l) Unless expressly provided otherwise in this Agreement, a reference to legislation or to a legislative provision shall include any consolidations or replacements thereof.

(m) The expression "this Agreement" shall, where the context admits, include any Contract formed pursuant to it.

(n) The rule known as *contra proferentem* shall not apply to this Agreement; the provisions shall be construed fairly as between the parties without regard to which party drafted them

2. **Commencement and Term**

2.1 This Agreement shall commence on the Effective Date and shall continue in force unless and until terminated in accordance with its terms.

2.2 This Agreement shall remain in force as a framework agreement and shall not expire automatically by the passage of time. Either party may terminate this Agreement for convenience by giving not less than six (6) months' written notice to the other party, provided that such termination shall not affect any Contract already entered into under this Agreement.

2.3 Each Contract formed pursuant to a Purchase Order shall commence on the effective date specified in that Purchase Order and shall continue for the Initial Term specified in that Purchase Order and, unless terminated earlier in accordance with its terms, shall automatically renew for successive Renewal Terms.

2.4 Termination or expiry of this Agreement for any reason shall not terminate any Contract already entered into, which shall continue in full force and effect in accordance with its terms until expiry or termination of that Contract.

2.5 Nothing in this Agreement obliges the Customer to purchase, or the Supplier to supply, any Products or Services unless and until a Purchase Order has been accepted by the Supplier in accordance with this Agreement.

2.6 Nothing in this clause 2 prevents the parties from agreeing minimum term commitments, minimum volume commitments or minimum charges in a Purchase Order or Schedule Addendum, which shall be binding in accordance with their terms

3. Scope and Structure of Framework

3.1 This Agreement establishes a non-exclusive framework governing the supply of the Services (including Vision Services and, where applicable, Connectivity Services) and, where applicable, Devices by the Supplier. No obligation to purchase or supply any Services or Devices arises unless and until a Purchase Order is submitted by the Customer and accepted by the Supplier in accordance with this Agreement

3.2 The Schedules form part of this Agreement and apply to each Contract as follows:

(a) Schedule 1 (Core Service Scope – Vision Platform), Schedule 2 (Vision Services), Schedule 3 (Devices), Schedule 4 (Ordering), Schedule 5 (Support) apply to all Contracts.

(b) Schedule 6 (Data Protection) applies where and to the extent that the Supplier processes Personal Data on behalf of the Customer under the relevant Contract.

(c) All other Schedules, Service Schedules and any Schedule Addenda (including those relating to Connectivity (Schedule 7), bespoke support and service levels, or other optional services) apply only where the relevant Purchase Order or Schedule Addendum expressly states that they apply to that Contract.

3.3 In the event of any conflict or inconsistency between the documents forming part of a Contract, the following order of precedence shall apply:

(a) any terms in a Purchase Order or Schedule Addendum which are expressly stated to override this Agreement and are agreed in writing by authorised representatives of both parties;

(b) the main body of this Agreement;

(c) the Schedules to this Agreement (provided that any Service Schedule shall prevail over the main body of this Agreement solely in relation to the Services or subject matter it governs); and

(d) any other documents expressly incorporated by reference into the relevant Purchase Order.

3.4 The Supplier may from time to time make available additional services, functionality, modules or service tiers for supply under this Framework. Any such services or functionality shall be supplied only where described in a Service Schedule or Schedule Addendum and where the relevant Purchase Order expressly states that such Service Schedule or Schedule Addendum applies.

3.5 Any minimum term, minimum volume, minimum spend or other commitment shall apply only where expressly stated in a Purchase Order or Schedule Addendum. Except to that extent, the Supplier gives no assurance of capacity or availability, and the Customer gives no assurance of purchase volumes.

4. Ordering Procedure

4.1 The Customer may from time to time submit Purchase Orders for Services and, where applicable, Devices in accordance with this Agreement. Each Purchase Order shall be in the format prescribed by the Supplier from time to time or substantially in the form set out in Schedule 5 (Order Form).

4.2 Each Purchase Order constitutes an offer by the Customer to purchase the Services and/or Devices specified in that Purchase Order on the terms of this Agreement. A Purchase Order may not be withdrawn or amended without the Supplier's prior written consent.

4.3 A binding Contract shall arise only when the Supplier issues a written or electronic acceptance of the relevant Purchase Order. The Supplier shall be under no obligation to accept any Purchase Order and may accept, reject or propose amendments to a Purchase Order in whole or in part at its discretion. Failure by the Supplier to respond to a Purchase Order shall not constitute acceptance.

4.4 The Supplier may reject or defer acceptance of any Purchase Order where, acting reasonably, it considers that acceptance would be inconsistent with its operational capacity, applicable law, the scope of the Services, the Customer's credit status or payment history, or other legitimate commercial considerations.

4.5 No terms or conditions contained in or referred to in any Purchase Order or other document issued by the Customer shall apply to or vary this Agreement or any Contract unless expressly agreed in writing by authorised representatives of both parties.

4.6 The Customer may cancel or amend an accepted Purchase Order only with the Supplier's prior written consent and subject to such terms as the Supplier may reasonably require, including payment of Charges incurred or committed prior to cancellation or amendment. Any prepaid Charges are non-refundable unless expressly stated otherwise in the relevant Purchase Order.

4.7 Each accepted Purchase Order constitutes a separate Contract between the parties incorporating the terms of this Agreement, the applicable Schedules and the relevant Purchase Order. Termination or expiry of this Agreement shall not affect any Contract then in force, which shall continue in accordance with its terms.

4.8 Where a Purchase Order includes the supply of Devices, delivery, installation and invoicing shall be carried out in accordance with the applicable Schedule and the

relevant Purchase Order. Any delay in delivery of Devices shall not entitle the Customer to withhold payment for Services already provided.

5. Pricing and Payment Terms

5.1 Charges and pricing basis

(a) The Charges payable for the Services and, where applicable, Devices shall be as set out in the relevant Purchase Order accepted by the Supplier.
(b) Charges for access to the Vision Platform shall be calculated on a subscription basis by reference to the number of licensed Devices or other pricing units specified in the relevant Purchase Order and shall be invoiced annually in advance, unless otherwise stated in that Purchase Order.
(c) Charges for Devices shall be invoiced separately and shall be payable in accordance with the relevant Purchase Order.
(d) All prices are exclusive of value added tax (VAT) and any other applicable taxes, duties or levies, which shall be payable by the Customer in addition at the prevailing rate.
(e) Unless otherwise stated in writing, all prices are quoted in pounds sterling (GBP).

5.2 Invoicing and payment

(a) The Supplier shall issue invoices in accordance with the relevant Purchase Order, including upon activation of the Vision Platform or delivery of Devices, as applicable.

(b) The Customer shall pay all undisputed invoices in full and in cleared funds within thirty (30) days of the invoice date.

(c) Payment shall be made without set-off, deduction or withholding, save as required by law.

(d) The Supplier may suspend access to the Services or delivery of Devices on written notice if any undisputed invoice remains unpaid after the due date.

5.3 Late payment

If the Customer fails to make any payment when due, the Supplier may charge interest on the overdue amount at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998, together with reasonable costs of collection.

5.4 Pricing flexibility and future Orders

(a) Pricing under this Agreement is not fixed for the duration of the Framework and may vary between Purchase Orders.

(b) The Supplier shall be entitled to determine pricing for each Purchase Order at the time of acceptance, having regard to the scope of Services, applicable service tiers, Devices (if any) and prevailing commercial conditions.

(c) Any minimum charges, fixed pricing, discounts or pricing protections shall apply only where expressly stated in a Purchase Order or Schedule Addendum.

5.5 **Set-off and withholding**

All amounts due to the Supplier under this Agreement shall be paid by the Customer in full, without any set-off, counterclaim, deduction or withholding (whether contractual, legal, equitable or otherwise), save for any deduction or withholding required by law. The Customer shall not withhold or delay payment of any amount due to the Supplier pending resolution of any dispute or counterclaim.

6. Product Conformity and Compliance

6.1 **Product conformity**

Where Devices are supplied under a Contract, the Supplier warrants that, at the point of first supply into the United Kingdom, such Devices shall conform in all material respects to the applicable specifications expressly identified in the relevant Purchase Order or Device Schedule.

6.2 **Compliance with applicable product laws**

Where Devices are supplied, the Supplier shall ensure that, at the point of first supply into the United Kingdom, such Devices comply with all mandatory product safety and product security laws applicable to the Supplier in its capacity as manufacturer or supplier of those Devices under United Kingdom law. Without prejudice to the generality of the foregoing, such laws may include (where applicable to the relevant Device):

(a) applicable UK product safety legislation;

(b) applicable UK product security legislation; and

(c) applicable UK conformity marking requirements (including UKCA and, where permitted, CE marking).

6.3 **Standards**

Unless expressly stated otherwise in a Purchase Order or Device Schedule, the Supplier gives no warranty that any Device complies with any particular voluntary, industry or technical standard. References to standards (including ETSI EN 303 645 or equivalent standards) shall apply only where expressly stated in writing and only to the extent required by applicable law.

6.4 **Technical documentation**

To the extent required by applicable law, the Supplier shall maintain such technical documentation and declarations of conformity as are legally required in respect of the Devices and shall make such documentation available to competent regulatory authorities on request. The Supplier shall have no obligation to provide copies of such documentation to the Customer except to the extent required by law.

6.5 **Customer obligations**

The Customer shall:

(a) not remove, obscure or alter any mandatory conformity marking, safety mark or identification applied to a Device by or on behalf of the Supplier;

(b) comply with all applicable laws relating to the storage, installation, deployment, use and operation of the Devices and the Services; and

(c) not modify, adapt or combine any Device in a manner that would invalidate its conformity with applicable law.

6.6 **Territorial scope**

The Supplier's obligations under this clause 6 apply solely in respect of compliance with United Kingdom laws in force at the point of first supply of the relevant Devices into the United Kingdom. The Supplier gives no representation or warranty as to compliance with the laws or standards of any other jurisdiction. Where the Customer deploys, exports or otherwise makes the Devices or Services available outside the United Kingdom, the Customer is solely responsible for ensuring compliance with all applicable local laws and regulations.

7. Delivery, Title, Installation and Risk

7.1 **Application**

This clause 7 applies only where Devices are supplied under a Contract. This clause 7 does not apply to the provision of the Services.

7.2 **Delivery**

Delivery of Devices shall take place in the United Kingdom at the delivery address specified in the relevant Purchase Order.

7.3 **Delivery and risk**

The Supplier shall arrange delivery of the Devices to the delivery address specified in the relevant Purchase Order. Risk in the Devices shall remain with the Supplier until delivery is completed. Delivery is completed when the Devices are made available at the delivery address or, where installation services are included, when the Devices are made available at the installation location specified in the relevant Purchase Order.

7.4 **Installation (where applicable)**

(a) Where expressly stated in a Purchase Order, the Supplier may provide installation services in respect of the Devices.

(b) Installation services are limited to physical placement, mounting and basic connection of the Devices in accordance with the applicable Purchase Order and do not include commissioning, calibration, configuration, integration or verification of performance unless expressly agreed in writing.

(c) Completion of installation shall not constitute acceptance of the Devices or confirmation that the Devices are fit for any particular purpose.

(d) The Customer shall provide safe and reasonable access to the installation location and ensure that the site is suitable for installation in accordance with the Supplier's reasonable instructions.

7.5 **Customer obligations on delivery and installation**

The Customer shall:

(a) provide safe, reasonable and unobstructed access to the delivery address and (where applicable) the installation location;

(b) ensure that the installation environment is suitable and complies with all applicable health and safety requirements; and

(c) be responsible for any delay or additional costs arising from failure to meet the requirements of this clause.

7.6 **Delivery dates and instalments**

(a) Any delivery or installation dates provided by the Supplier are estimates only and time shall not be of the essence.

(b) The Supplier may deliver and/or install Devices in instalments and invoice each instalment separately. Delay in delivery or installation of any instalment shall not entitle the Customer to cancel or withhold payment for any other instalment or Contract.

7.7 **Inspection and acceptance**

(a) Where Devices are supplied without installation services, the Customer shall inspect the Devices promptly following delivery.

(b) Where installation services are provided, the Customer shall inspect the Devices promptly following completion of physical installation.

(c) In each case, the Customer shall notify the Supplier in writing within five (5) Business Days of the relevant event of any apparent defect, damage or shortage, providing reasonable supporting detail.

(d) Acceptance of the Devices shall be deemed to occur upon the earlier of:

(i) the Customer notifying the Supplier that the Devices are accepted; or

(ii) expiry of the period specified in clause 7.7(c) without valid notice.

(e) Acceptance relates solely to conformity of the Devices with their description and the absence of apparent defects or shortages and shall not constitute confirmation that the Devices are fit for any particular purpose, meet any performance criteria, or are commissioned, calibrated or operational within the Customer's environment.

(f) Where a valid notice is given under clause 7.7(c), the Supplier shall, at its option, repair, replace or credit the affected Devices. This shall be the Customer's exclusive remedy in respect of delivery or installation defects or shortages.

7.8 **Title**

Title to the Devices shall not pass to the Customer until the Supplier has received payment in full (in cleared funds) for those Devices.

7.9 **Survival**

This clause 7 shall survive delivery and, where applicable, installation of the Devices and termination or expiry of the relevant Contract.

8. Warranty and Support

8.1 **Device warranty**

Where Devices are supplied under a Contract, the Supplier warrants that each Device shall, for a period of twelve (12) months from the date of delivery to the Customer (the Warranty Period), conform in all material respects to its description as set out in the relevant Purchase Order and be free from material defects in materials and workmanship under normal use. Where the Supplier provides a replacement Device or replacement part under this clause 8, that replacement shall be warranted for the remainder of the original Warranty Period or for ninety (90) days from the date of replacement, whichever period is longer.

8.2 **Warranty exclusions**

The Supplier shall have no liability under this clause 8 in respect of any defect or failure arising from:

(a) misuse, neglect, accident or abnormal operating conditions;

(b) improper installation (other than installation carried out by or on behalf of the Supplier), use or maintenance;

(c) unauthorised modification, repair or alteration;

(d) damage caused by power supply issues, environmental conditions or use outside the Device's stated operating parameters; or

(e) any software, firmware, configuration or data supplied or modified by the Customer or a third party.

8.3 **Warranty claims**

(a) All warranty claims shall be submitted by the Customer. End users shall not contact the Supplier directly.

(b) The Customer shall provide reasonable supporting information to enable the Supplier to assess the claim, including identification of the affected Device and a description of the alleged defect.

(c) The Supplier may require the Customer to return the affected Device to a location nominated by the Supplier as a condition of providing a remedy under this clause 8.

8.4 **Warranty remedies**

Where the Supplier confirms that a valid warranty claim exists, the Supplier shall, at its option:

(a) repair the affected Device;

(b) replace the affected Device with a new or refurbished Device of equivalent specification; or

(c) credit the Charges paid for the affected Device.

The remedies set out in this clause 8.4 are the Customer's sole and exclusive remedies for breach of the Device warranty. The Supplier shall not be liable for any removal, re-installation, site access, field service or other ancillary costs unless expressly agreed in writing.

8.5 **Services**

Where the Supplier provides Services under a Service Schedule, the warranties and support commitments applicable to those Services shall be only those expressly set out in the relevant Service Schedule. No warranty in respect of Services is given under this clause 8.

8.6 **Exclusion of other warranties**

Except as expressly stated in this clause 8, all warranties, conditions and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

9. Decision-support nature of Services

9.1 The Services (including any monitoring, analytics, dashboards, alerts or reports generated through the Vision platform) are provided for information and decision-support purposes only.

9.2 The Services do not constitute professional advice, compliance advice, risk assessment, condition certification or a determination of any legal, regulatory or contractual obligation.

9.3 The Customer retains sole responsibility for:

(a) assessing, interpreting and acting upon any information, outputs or alerts generated by the Services;

(b) complying with all applicable statutory, regulatory and contractual duties, including duties owed to tenants, occupants or other third parties; and

(c) determining whether and when any inspection, investigation, remedial action or escalation is required.

9. The Supplier does not warrant or represent that the Services will identify all issues, prevent harm, ensure compliance with law, or eliminate risk, and shall have no liability arising from the Customer's failure to act, delayed action, or manner of response to any information provided through the Services.

10. Liability and Indemnities

10.1 Overall liability cap

(a) Subject to clause 10.3, the Supplier's total aggregate liability arising out of or in connection with this Agreement, any Contract or any collateral contract (whether in contract, tort (including negligence), breach of statutory duty or otherwise) shall be limited to the greater of:

(i) £500,000; or

(ii) one hundred per cent (100%) of the Charges paid or payable by the Customer to the Supplier under the relevant Contract in the twelve (12) months immediately preceding the event (or, where a series of connected events, the first such event) giving rise to the claim.

(b) The limits in this clause 10.1 apply separately to each Contract formed under this Agreement.

10.2 Warranty remedies exclusive

The remedies expressly set out in clause 8 (Warranty and Support) constitute the Customer's sole and exclusive remedies for any breach of warranty or for any defect, non-conformity or failure of the Devices. Any liability of the Supplier in respect of the same shall be included within, and not in addition to, the limits set out in this clause 10.

10.3 Unlimited liabilities

Nothing in this Agreement limits or excludes the Supplier's liability for:

(a) death or personal injury caused by its negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot lawfully be limited or excluded.

10.4 Excluded losses

Subject to clause 10.3, the Supplier shall not be liable to the Customer (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for:

(a) loss of profit, revenue, anticipated savings, goodwill or business opportunity;

(b) loss of or corruption of data (except to the extent recoverable under the Data Protection Schedule);

(c) indirect or consequential loss; or

(d) punitive or exemplary damages.

10.5 **Device liability**

(a) The Supplier's liability for damage to tangible property caused by defective Devices shall not exceed the cap set out in clause 10.1.

(b) The Supplier shall have no liability for any loss arising from misuse, incorrect installation (other than installation performed by or on behalf of the Supplier), unauthorised modification, or use of the Devices otherwise than in accordance with this Agreement.

10.6 **Intellectual Property Rights indemnity**

(a) The Supplier shall indemnify the Customer against any direct damages, losses and reasonable costs finally awarded by a court of competent jurisdiction in favour of a third party as a result of a claim that the Devices or the Vision Services, as supplied by the Supplier and used in accordance with this Agreement, infringe that third party's Intellectual Property Rights in the United Kingdom.

(b) The Supplier's obligations under this clause 10.6 are conditional upon the Customer:

(i) promptly notifying the Supplier in writing of the claim;

(ii) allowing the Supplier sole control of the defence and settlement of the claim; and

(iii) providing the Supplier with all reasonable assistance.

(c) The indemnity in this clause 10.6 shall not apply to any claim arising from:

(i) modification of the Devices or Services other than by or on behalf of the Supplier;

(ii) use of the Devices or Services otherwise than in accordance with this Agreement;

(iii) combination of the Devices or Services with any equipment, software or materials not supplied or approved by the Supplier; or

(iv) the Customer's data, branding or other materials.

(d) In the event of any actual or alleged infringement, the Supplier may, at its option and expense:

(i) procure for the Customer the right to continue using the affected Device or Service;

(ii) modify or replace it so that it becomes non-infringing without materially reducing its functionality; or

(iii) if neither option is commercially reasonable, terminate the affected Contract and refund the Charges paid for the affected Device or Service, less a reasonable allowance for use.

(e) This clause 10.6 sets out the Supplier's entire liability and the Customer's sole and exclusive remedy for any infringement of Intellectual Property Rights.

10.7 **Insurance**

The Supplier shall maintain in force during the Term appropriate public-liability and product-liability insurance with a minimum limit of indemnity of £5,000,000 per claim and shall, on reasonable request, provide evidence of such insurance.

10.8 **Mitigation**

The Customer shall take all reasonable steps to mitigate any loss or damage for which it seeks to recover compensation from the Supplier and shall notify the Supplier promptly of any matter likely to give rise to a claim.

11 Confidentiality

11.1 **Obligation of confidence**

Each party (the Receiving Party) shall keep confidential all Confidential Information disclosed to it by or on behalf of the other party (the Disclosing Party) in connection with this Agreement and shall not use such Confidential Information except as necessary for the performance or enforcement of this Agreement.

11.2 **Permitted disclosures**

The Receiving Party may disclose the Disclosing Party's Confidential Information only to:

(a) its Affiliates, employees, officers and professional advisers who need to know such information for the purposes of this Agreement and who are subject to confidentiality obligations no less protective than those set out in this clause 11;

(b) in the case of the Supplier, its subcontractors, hosting providers, service partners and suppliers who require access to such information for the same purposes and who are bound by written confidentiality obligations no less protective than those contained in this Agreement;

(c) any person to whom disclosure is required by applicable law, regulation, court order or the requirements of a competent regulatory authority, provided that (so far as legally permitted) the Receiving Party gives the Disclosing Party reasonable prior notice and cooperates with any lawful steps the Disclosing Party may take to contest or limit such disclosure; and

(d) any other person with the prior written consent of the Disclosing Party.

11.3 **Protection of Confidential Information**

The Receiving Party shall:

(a) take all reasonable steps to safeguard the Disclosing Party's Confidential Information and prevent unauthorised access, use or disclosure;

(b) apply at least the same degree of care as it applies to its own confidential information of a similar nature (and in any event no less than a reasonable standard of care); and

(c) ensure that any person to whom Confidential Information is disclosed pursuant to clause 11.2 complies with this clause 11 as if they were a party to this Agreement.

11.4 **Exceptions**

The obligations in this clause 11 shall not apply to information which the Receiving Party can demonstrate:

(a) is or becomes publicly available other than through a breach of this Agreement;

(b) was lawfully known to the Receiving Party prior to disclosure by the Disclosing Party;

(c) is lawfully received from a third party without restriction as to disclosure; or

(d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

11.5 **Return and destruction**

Upon termination or expiry of this Agreement, or at any earlier time upon written request, the Receiving Party shall promptly return or securely destroy all documents and materials containing the Disclosing Party's Confidential Information, except that:

(a) the Receiving Party may retain one copy solely for audit, regulatory, insurance or legal compliance purposes; and

(b) Confidential Information stored in routine back-up systems may be retained until automatically deleted in the ordinary course of business, provided that such information remains subject to this clause 11 for so long as it is retained.

11.6 **Residual information and aggregated data**

Nothing in this Agreement shall prevent the Supplier from:

(a) using information retained in the unaided memory of its personnel, provided that such use does not involve the deliberate memorisation of Confidential Information; or

(b) using, analysing or disclosing data derived from the Products or Services in aggregated and anonymised form for statistical, analytical, service-improvement, benchmarking or product-development purposes, provided that such data does not identify the Customer, any tenant, end user or individual.

11.7 **Duration**

The obligations in this clause 11 shall apply during the Term and shall continue for a period of five (5) years after termination or expiry of this Agreement.

11.8 **Public announcements and marketing**

(a) Except as permitted under clause 11.8(b), neither party shall make any public announcement or issue any press release relating to this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

(b) The Supplier may, without the Customer's prior written consent:

(i) make factual statements that it supplies the Products and/or Services to the Customer;

(ii) include the Customer's name and logo in customer lists, corporate presentations, case studies and marketing materials; and

(iii) make any announcement or disclosure required by applicable law or the rules of any recognised stock exchange.

(c) Any use of the Customer's name or logo under clause 11.8(b) shall be accurate, not misleading and of a professional standard.

(d) The Customer may withdraw consent for future use of its name or logo under clause 11.8(b)(ii) on reasonable written notice, such withdrawal not affecting any materials already produced or published prior to receipt of that notice.

12 Data Protection

12.1 **Compliance with Data Protection Laws**

Each party shall comply with its respective obligations under all applicable Data Protection Laws in connection with this Agreement.

12.2 **Roles of the parties**

The parties acknowledge that, to the extent that Personal Data are processed under or in connection with this Agreement:

(a) the Customer acts as Controller; and

(b) the Supplier acts as Processor,

in each case as those terms are defined in the UK GDPR, unless expressly stated otherwise in a Service Schedule.

12.3 **Data Processing Schedule**

The nature, scope and purposes of the processing of Personal Data, together with the parties' respective rights and obligations, are set out in Schedule 6 (Data Protection and Compliance), which forms an integral part of this Agreement. To the extent of any conflict or inconsistency between this Agreement and Schedule 6 (Data Protection and Compliance] in relation to Personal Data processing, Schedule 6 (Data Protection and Compliance) shall prevail.

12.4 Aggregated and anonymised data

Nothing in this Agreement shall prevent the Supplier from creating, using or disclosing data derived from the Products or Services in aggregated and anonymised form for statistical, analytical, benchmarking, service-improvement or product-development purposes, provided that such data does not identify the Customer, any tenant, end user or individual and does not constitute Personal Data.

12.5 Survival

This clause 12 and Schedule 6 (Data Protection and Compliance) shall survive termination or expiry of this Agreement for so long as the Supplier processes Personal Data on behalf of the Customer.

13 Term and Termination

13.1 Term

This Agreement shall commence on the Effective Date and shall continue for the Initial Term. It shall automatically renew for successive Renewal Terms unless either party gives not less than six (6) months' written notice to terminate prior to the expiry of the Initial Term or any Renewal Term.

13.2 Termination for cause

Either party may terminate this Agreement immediately by written notice to the other if:

(a) the other party commits a material breach of this Agreement which (if capable of remedy) is not remedied within thirty (30) days after receipt of written notice requiring it to do so; or

(b) the other party:

(i) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due;

(ii) enters into any composition or arrangement with its creditors other than for the sole purpose of a solvent restructuring;

(iii) commences negotiations with any class of its creditors with a view to rescheduling any of its debts;

(iv) has a petition filed, notice given, resolution passed or order made for or in connection with its winding-up, administration or dissolution (other than for the sole purpose of a solvent restructuring);

(v) has an administrator, administrative receiver, receiver, liquidator or similar officer appointed over any of its assets;

(vi) suffers any analogous event in any jurisdiction; or

(vii) ceases, or threatens to cease, to carry on business; or

(c) the other party repeatedly breaches this Agreement or any Contract such that the non-breaching party is reasonably justified in concluding that the breaching party's conduct is inconsistent with its intention or ability to perform its obligations.

13.3 **Termination for convenience by the Supplier**

The Supplier may terminate this Agreement, or any individual Contract other than a Vision Services Contract, for convenience on not less than twelve (12) months' written notice. Termination under this clause shall not affect any Contract accepted prior to the effective date of termination unless otherwise expressly agreed in writing.

13.4 **Termination of individual Contracts**

Without prejudice to clause 14.2, the Supplier may terminate any individual Contract (other than a Vision Services Contract) immediately by written notice if:

(a) the Customer fails to pay any amount due under that Contract within thirty (30) days of the due date;

(b) the Customer breaches any material obligation relating to Products, delivery, installation, use or warranty under this Agreement or the relevant Contract; or

(c) the Supplier reasonably determines that continued performance would be unlawful or commercially impracticable due to changes in applicable law, sanctions, export-control restrictions or regulatory requirements.

13.5 **Suspension of supply**

(a) Without prejudice to any other rights or remedies, the Supplier may suspend delivery or performance (in whole or in part) immediately on written notice if:

(i) any payment is overdue;

(ii) the Customer is otherwise in material breach of this Agreement or any Contract;

(iii) any event occurs which would entitle the Supplier to terminate under clause 14.2; or

(iv) continued performance would be unlawful, unsafe or commercially impracticable pending investigation.

(b) Suspension shall not relieve the Customer of its payment obligations and shall not constitute termination unless the Supplier so notifies in writing.

13.6 **Service-specific terms**

Where the Customer purchases Services under a specific Service Schedule, the term and termination of those Services shall be governed by the relevant Service Schedule. Termination or expiry of this Agreement shall not affect the continuation of such Services except as expressly provided in that Service Schedule.

13.7 **Effect of termination**

Termination or expiry of this Agreement shall not affect:

(a) any Contract entered into before the effective date of termination, which shall continue in accordance with its terms unless terminated under this clause 14;

(b) any accrued rights, remedies, obligations or liabilities; or

(c) any continuing warranty or support obligations expressly applicable to Products or Services already supplied, subject always to the limits of this Agreement.

13.8 **Survival**

Clauses 1 (Definitions), 7 (Delivery and Acceptance), 8 (Warranty), 9 (Decision-Support), 10 (Liability), 11 (Confidentiality), 12 (Data Protection), this clause 13, and any provisions which by their nature are intended to survive, shall remain in force after termination or expiry.

14. Force Majeure

14.1 **No breach**

Neither party shall be in breach of this Agreement nor liable for delay or failure in performance to the extent caused by a Force Majeure Event.

14.2 **Force Majeure Event**

A *Force Majeure Event* means any event beyond a party's reasonable control, including: acts of God; natural disasters; epidemic or pandemic; war, terrorism or civil disturbance; sanctions or export restrictions; fire or accident; failure of utilities, communications, internet or cloud-hosting services; non-availability of third-party networks or data-centre infrastructure; industrial disputes; or any law or action of a governmental authority.

14.3 **Notification and mitigation**

The affected party shall notify the other as soon as reasonably practicable and use reasonable endeavours to mitigate the effects and resume performance.

14.4 **Suspension**

Performance of the affected obligations shall be suspended for the duration of the Force Majeure Event and the time for performance extended accordingly.

14.5 **Termination for prolonged Force Majeure**

If a Force Majeure Event continues for more than sixty (60) consecutive days and materially affects performance, either party may terminate the affected Contract on thirty (30) days' written notice.

14.6 **Payments and continuing obligations**

The Customer shall remain liable for all Charges relating to Products delivered or Services provided prior to the Force Majeure Event. Clauses 10 (Liability), 11 (Confidentiality) and 12 (Data Protection) shall continue in force.

15. Intellectual Property and Branding

15.1 **Ownership of Intellectual Property Rights**

(a) All Intellectual Property Rights in and to the Vision platform, the Products, any firmware, software, Documentation, dashboards, analytics, reports, APIs, configurations and all other materials, technology or works supplied or made available by or on behalf of the Supplier under this Agreement (together, the Supplier Materials) shall remain vested in and be the exclusive property of the Supplier or its licensors.

(b) Except as expressly stated in this Agreement or an applicable Service Schedule or Product Schedule, no Intellectual Property Rights of the Supplier are transferred, assigned or licensed to the Customer, and no rights are granted by implication, estoppel or otherwise.

15.2 **Licence to use Supplier Materials**

(a) Subject to payment of the applicable Charges and compliance with this Agreement, the Supplier grants the Customer a non-exclusive, non-transferable, non-sublicensable licence for the Term to use the Supplier Materials solely:

(i) to access and use the Vision Services in accordance with the relevant Service Schedule; and

(ii) where Devices are supplied, to install, operate and maintain those Devices for the Customer's internal business purposes.

(b) The Customer shall not, and shall not permit any third party to:

(i) copy, modify, adapt, translate or create derivative works from any Supplier Materials;

(ii) reverse engineer, decompile or disassemble any software, firmware or code contained in the Supplier Materials, except to the limited extent expressly permitted by law and only after giving prior written notice to the Supplier; or

(iii) remove, alter or obscure any proprietary notices, trade marks, branding or copyright notices on or in the Supplier Materials.

15.3 **Branding and white-label arrangements**

(a) No right to white-label, co-brand or rebrand the Products or the Vision Services is granted under this Agreement unless expressly agreed in writing in a Product Schedule, Service Schedule or Purchase Order (the Branding Terms).

(b) Where Branding Terms are agreed:

(i) all Intellectual Property Rights in the underlying Product design, firmware, software and the Vision platform shall remain the exclusive property of the Supplier;

(ii) the Customer shall acquire no right or interest in the Supplier's trade marks or branding other than the limited rights expressly set out in the Branding Terms; and

(iii) any use of the Customer's branding shall be subject to the Supplier's prior written approval of the relevant artwork, such approval not to be unreasonably withheld or delayed.

(c) The Customer shall not register, apply for or claim ownership of any trade mark, design, domain name or other Intellectual Property Right which incorporates or is confusingly similar to any Supplier trade mark or branding.

(d) The Customer shall indemnify and keep indemnified the Supplier against all Losses arising from any claim that the Customer's branding, artwork or trade marks infringe the Intellectual Property Rights of any third party.

(e) Upon termination or expiry of the applicable Branding Terms, the Customer shall immediately cease any further use of the Supplier Materials in a white-label or co-branded form, save to the extent otherwise expressly agreed in writing.

15.4 **Developed materials**

All Intellectual Property Rights in any modifications, enhancements, configurations, adaptations or derivative works of the Supplier Materials created by or on behalf of the Supplier in connection with this Agreement shall vest automatically in the Supplier upon creation. The Customer shall execute (or procure the execution of) all documents and do all acts reasonably required to confirm or perfect such ownership.

15.5 **Customer materials**

All Intellectual Property Rights in any materials, data, content or branding supplied by or on behalf of the Customer shall remain the property of the Customer.The Customer grants the Supplier a non-exclusive, royalty-free licence for the Term to use such materials solely to the extent necessary to perform this Agreement and, where applicable, to implement agreed Branding Terms.

15.6 **Service Schedules**

Where the Customer purchases any optional or additional service under a Service Schedule, the Intellectual Property Rights relating to that service shall be governed

by the relevant Service Schedule. In the event of any inconsistency, the Service Schedule shall prevail in relation to that service.

15.7 **Infringement**

The Supplier's obligations and the Customer's sole and exclusive remedies in respect of any third-party claim for infringement of Intellectual Property Rights are set out in clause 10.6 (Intellectual Property Rights indemnity).

16 Notices, Assignment and Sub-Contracting

16.1 Notices

(a) Any notice or other communication given under or in connection with this Agreement shall be in writing and delivered by hand or sent by pre-paid first-class post or recorded delivery (or international equivalent) to the relevant party's registered office, or by email to the address specified below (or such other address as a party may notify in accordance with this clause).

(b) A notice shall be deemed received:

(i) if delivered by hand, on signature of a delivery receipt;

(ii) if sent by pre-paid first-class post or recorded delivery, at 9.00 a.m. on the second Business Day after posting; and

(iii) if sent by email, at the time of transmission if sent on a Business Day before 5.00 p.m., or 9.00 a.m. on the next Business Day thereafter, provided no "bounce-back" or failure message is received.

(a) Initial notice details are:

Party	Address for notices	Email
Supplier:	Time Technology Park, Blackburn Road, Simonstone, Lancashire BB12 7TW	legal@totalcaresupport.com
Customer:	As set out in the relevant Purchase Order or otherwise notified	—

(d) If any Service Schedule specifies alternative notice details or procedures in relation to the subject-matter of that Schedule, those provisions shall prevail over the details set out in clause 17.1(c) for notices given under that Schedule.

16.2 **Assignment and Novation**

(a) The Supplier may assign, novate, transfer, charge or otherwise deal with any of its rights or obligations under this Agreement to any Affiliate or successor in title to its business, provided it remains responsible for performance.

(b) The Customer shall not assign, transfer or sub-contract any of its rights or obligations under this Agreement without the Supplier's prior written consent.

16.3 **Sub-Contracting**

The Supplier may sub-contract the performance of any of its obligations under this Agreement and shall remain responsible for the acts and omissions of its sub-contractors as if they were its own. The Supplier may use manufacturing partners, logistics providers and cloud-hosting or service partners as it considers appropriate.

16.4 **Third-Party Rights**

(a) A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement.

(b) Without limiting paragraph (a), the parties do not intend that any Affiliate, employee, agent, sub-contractor, customer or end-user of either party shall have any right to enforce any term of this Agreement.

(c) This clause does not affect any right or remedy of a third party which exists or is available apart from that Act.

17 **Entire Agreement and Variation**

(a) This Agreement and its Schedules constitute the entire agreement between the parties and supersede all previous agreements, arrangements and understandings between them relating to its subject-matter.

(b) Each party acknowledges that it has not relied on, and shall have no remedy in respect of, any statement or representation (other than fraudulent misrepresentation) not expressly set out in this Agreement.

(c) No variation of this Agreement shall be effective unless it is in writing and signed by authorised representatives of both parties.

18 **Waiver**

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay in exercising any right or remedy shall not constitute a waiver of that right or remedy.

19 **Severability**

If any provision of this Agreement is held to be invalid, illegal or unenforceable, that provision shall be deemed deleted without affecting the validity or enforceability of the remaining provisions. If any invalid provision would be valid if part of it were deleted or modified, it shall apply with the modification necessary to make it valid and enforceable.

20 **Relationship of the Parties**

Nothing in this Agreement is intended to create a partnership, joint venture, agency or employment relationship between the parties. Neither party shall have authority to bind the other in any way.

21 **Further Assurance and Costs**

Each party shall, at its own expense, execute and deliver such documents and perform such acts as may reasonably be required to give full effect to this Agreement. Each party shall bear its own costs in relation to the preparation and execution of this Agreement.

22 Compliance with Laws and Ethical Standards

22.1 **Compliance with laws**

Each party shall at all times comply with all applicable laws, statutes, regulations and codes, including those relating to:

(a) anti-bribery and anti-corruption (including the Bribery Act 2010);

(b) anti-slavery and human-trafficking (including the Modern Slavery Act 2015);

(c) trade sanctions, export controls and customs requirements;

(d) data protection and information security (to the extent applicable); and

(e) health, safety and environmental protection.

22.2 **Anti-bribery and corruption**

Each Party shall:

(a) have and maintain in place adequate policies and procedures designed to prevent bribery and corruption and ensure compliance with this clause 23;

(b) promptly notify the other if it becomes aware of any actual or suspected breach of this clause; and

(c) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom.

22.3 **Modern slavery**

Each party shall take reasonable steps to ensure that slavery, servitude, forced or compulsory labour and human trafficking are not taking place in any of its supply chains and shall, on request, provide the other party with a copy of its most recent modern-slavery statement (if required to produce one under the Modern Slavery Act 2015).

22.4 **Export control and sanctions**

(a) The Customer shall not export, re-export, transfer or use the Products or any technology, firmware or software supplied under this Agreement in breach of any applicable export-control or trade-sanction laws of the United Kingdom, United States or European Union.

(b) The Supplier may refuse to supply, or may suspend or withdraw supply of, the Products or any associated services if it reasonably believes that continuing to do so would cause it or its Affiliates to breach such laws or sanctions.

22.5 **Policies and standards**

The Customer shall comply with any reasonable Supplier policies notified to it from time to time relating to ethical conduct, anti-bribery, sanctions compliance, environment, health and safety or other ESG matters, provided that such policies are applied generally to the Supplier's customers.

22.6 **Right to terminate**

The Supplier may terminate this Agreement or any Contract immediately by written notice if it reasonably believes that the Customer has breached this clause 22.

23 **Governing Law and Jurisdiction**

(a) This Agreement and any dispute or claim arising out of or in connection with it or its subject-matter shall be governed by and construed in accordance with the laws of England and Wales.

(b) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement.

Schedule 1 – Service Description – Vision IoT Management Platform (Baseline Service)

1. Overview

This Schedule 1 describes the baseline services provided by the Supplier under the Agreement in relation to the **Vision** cloud-hosted IoT management, monitoring and analytics platform (the **Vision Services**).

The Vision Services are provided on a **software-as-a-service (SaaS)** basis and are intended to support the Customer's monitoring and decision-making activities in relation to connected devices and sensor data.

The Vision Services do **not** constitute a safety-critical system, compliance service, condition certification or operational decision-making service.

2. Service components

Subject to the terms of the Agreement and any applicable Purchase Order, the Vision Services may include the following components.

2.1 Platform access

Provision of access to the Vision platform, including:

- a web-based user interface accessible via supported browsers;
- role-based access controls for authorised users; and
- account administration features as made available by the Supplier from time to time.

2.2 Device and sensor management

Functionality to enable the Customer to:

- register, associate and manage connected devices and sensors supported by the Vision platform;
- view device status, connectivity and basic operational information; and
- group devices by site, location, asset or other logical structure.

Supported device types, sensor categories and connectivity methods are as determined by the Supplier and may evolve over time.

2.3 Data ingestion and storage

- ingestion of telemetry and event data generated by connected devices and sensors;
- storage of such data within the Supplier's hosted environment for the retention period specified by the Supplier or agreed in a Purchase Order; and
- basic data normalisation and time-series handling.

The Supplier does not warrant the completeness, accuracy or continuity of data received from devices, sensors or third-party networks.

2.4 Dashboards and visualisation

Provision of standard dashboards and visualisation tools to enable the Customer to:

- view current and historical sensor data;
- identify trends, thresholds and patterns; and
- filter and segment data by device, location or time period.

Dashboards are configurable only to the extent supported by the Vision platform.

2.5 Alerts and notifications

Configuration of alerts based on predefined conditions or thresholds, which may include:

- notifications within the Vision platform; and
- outbound notifications via supported channels (for example email), where enabled.

Alerts are informational only and do not require or trigger any automated response by the Supplier.

2.6 Reporting and data export

- generation of standard reports available within the Vision platform; and
- export of data in supported formats for Customer analysis or record-keeping.

The availability and format of reports and exports may change as the platform evolves.

3. Hosting and environment

- The Vision platform is hosted in the United Kingdom.
- The Supplier may use third-party hosting and infrastructure providers.
- The Supplier may update, patch or modify the hosting environment provided that such changes do not materially reduce the functionality of the Vision Services.

4. Service availability

The Supplier will use reasonable endeavours to make the Vision Services available on a continuous basis, subject to:

- planned maintenance;
- emergency maintenance;
- connectivity failures; and
- events outside the Supplier's reasonable control.

No service level commitments apply unless expressly set out in a Service Level Schedule.

5. Customer responsibilities

The Customer is responsible for:

- selecting appropriate devices, sensors and deployment locations;
- ensuring that devices are installed, powered and connected correctly;
- maintaining any required network connectivity; and
- determining how to interpret and act upon information provided by the Vision Services.

6. Exclusions

Unless expressly agreed in a Service Schedule or Purchase Order, the Vision Services **do not** include:

- commissioning, calibration or validation of devices or sensors;
- operational monitoring or response services;
- legal, regulatory or compliance advice;
- guarantees of detection, prevention or avoidance of harm; or
- integration with third-party systems beyond published interfaces.

7. Optional modules and future services

Additional functionality, analytics modules, integrations or services may be offered by the Supplier from time to time.

Any such functionality shall be provided only where:

- described in a Service Schedule or Schedule Addendum; and
- expressly referenced in a Purchase Order.

No optional or future service is included in the Vision Services unless so agreed.

8. Change and evolution

The Supplier may enhance, modify or update the Vision Services as part of its ongoing product development, provided that such changes do not materially degrade the core functionality described in this Schedule 1.

9. Relationship to the Agreement

This Schedule 1 forms part of the Agreement.

In the event of any conflict between this Schedule 1 and the main body of the Agreement, the main body of the Agreement shall prevail unless expressly stated otherwise.

Schedule 2 – Vision Service Schedule

1. Scope and Relationship to Framework

1.1 This Schedule forms part of the Framework Agreement and sets out the additional terms and conditions applicable to the Supplier's cloud-hosted IoT management, analytics and reporting services branded **"Vision"** (the **Vision Services**).

1.2 Capitalised terms used in this Schedule have the meanings given in the Framework Agreement.

1.3 This Schedule applies only where referenced in a Purchase Order. No Vision Services are provided unless expressly ordered.

1.4 In the event of any conflict or inconsistency between this Schedule and the Framework Agreement, this Schedule shall prevail only in relation to the Vision Services.

1.5 Supply, installation, warranty and support of Devices are governed solely by the relevant provisions of the Framework Agreement and any applicable Product Schedule, and do not form part of the Vision Services unless expressly stated in a Purchase Order.

2. Term of Vision Services

2.1 Each Contract for Vision Services shall commence on the Service Start Date specified in the applicable Purchase Order and shall continue for the service term specified in that Purchase Order.

2.2 Unless otherwise stated in the relevant Purchase Order, Vision Services shall automatically renew in accordance with clause 14 (Term and Termination) of the Framework Agreement.

3. Description of Vision Services

3.1 The Vision Services comprise the cloud-based management, monitoring, analytics, dashboards, alerts and reporting functionality described in **Schedule 1 (Vision Service Description)**, as may be supplemented by a Service Schedule Addendum.

3.2 The Vision Services provide decision-support information only. They do not constitute professional advice, determinations, guarantees of outcomes or assurances of legal or regulatory compliance.

3.3 Different service tiers, modules or feature sets (including analytics or AI-assisted functionality) may be offered by the Supplier from time to time. The applicable tier or module shall be identified in the relevant Purchase Order.

4. Supplier Obligations

4.1 The Supplier shall provide the Vision Services with reasonable skill and care and substantially in accordance with their description in Schedule 2.

4.2 The Supplier shall host and operate the Vision platform from UK-based or EEA-based data centres, subject to the data-location provisions in Schedule 6 (Data Protection and Compliance).

4.3 The Supplier may update, enhance or modify the Vision Services from time to time, provided that such changes do not materially degrade the core functionality of the Vision Services purchased by the Customer.

5. Availability and Service Levels

5.1 Subject to clause 5.4, the Supplier shall use commercially reasonable efforts to achieve the availability target specified in the applicable Purchase Order:

Standard Tier: 99.5 % Monthly Availability

Enhanced Tier: 99.9 % Monthly Availability

5.2 "**Monthly Availability**" means the total minutes in the relevant calendar month, less minutes of Unscheduled Downtime, divided by the total minutes in that month, expressed as a percentage.

5.3 "**Planned Maintenance**" means maintenance notified to the Customer at least two (2) Business Days in advance and carried out within published maintenance windows or outside normal business hours where reasonably practicable.

5.4 Availability shall be measured solely by the Supplier's monitoring systems, whose records shall be conclusive in the absence of manifest error.

6. Service Credits

6.1 If the Supplier fails to meet the applicable Monthly Availability in any month, the Customer may claim a service credit calculated as a percentage of the monthly Charges for the affected Vision Services for that month:

Monthly Availability	Service Credit
≥ 99.0 % and < target	2 %
≥ 98.0 % and < 99.0 %	5 %
< 98.0 %	10 %

6.2 The total service credits available in any month shall not exceed **10 %** of the monthly Charges for the affected Vision Services.

6.3 Service credits shall be applied as a deduction from the next invoice and constitute the Customer's sole and exclusive remedy for failure to meet any availability or service-level commitment.

6.4 Any claim for service credits must be submitted within thirty (30) days after the end of the relevant month, failing which the claim shall be deemed waived.

7. Support Services

7.1 The Supplier shall provide remote support for the Vision Services during the support hours specified in the applicable Purchase Order.

7.2 Unless otherwise stated in the Purchase Order:

Standard Support: Business Days, 08:30–18:00 UK time

Enhanced Support: 24 × 7 for critical incidents

7.3 Target response times are indicative only and non-binding.

7.4 The Supplier may offer additional support services at its standard rates from time to time.

8. Customer Responsibilities

8.1 The Customer shall ensure that it maintains suitable connectivity and environments for access to the Vision Services.

8.2 The Customer shall ensure that authorised users comply with the Supplier's reasonable access and security policies.

8.3 The Customer shall promptly notify the Supplier of any suspected fault or service issue and provide reasonable assistance in investigation and remediation.

9. Charges and Invoicing

9.1 Charges for Vision Services shall be as specified in the applicable Purchase Order and shall be invoiced annually in advance, unless otherwise agreed in writing.

9.2 The Supplier may suspend access to the Vision Services in accordance with clause 14.5 of the Framework Agreement where Charges are overdue.

10. Data Protection and Security

10.1 The Supplier shall comply with Schedule 6 (Data Protection and Compliance) in relation to any Personal Data processed in connection with the Vision Services.

10.2 The Customer remains responsible for ensuring that any Personal Data provided to the Supplier are lawful, relevant and proportionate for the Customer's intended use of the Vision Services.

11. Termination of Vision Services

11.1 Termination of a Contract for Vision Services shall be governed by clause 14 (Term and Termination) of the Framework Agreement.

11.2 Upon termination of Vision Services, access credentials shall be disabled. Customer data handling shall be carried out in accordance with Schedule 6.

12. Future Services and Add-Ons

12.1 Additional Vision modules, analytics features or functionality may be introduced by the Supplier from time to time.

12.2 Any such additional services shall be supplied only where expressly referenced in a Purchase Order or Service Schedule Addendum, and shall be governed by this Schedule unless otherwise stated.

13. Entire Vision Terms

This Schedule, together with the Framework Agreement and Schedule 2, constitutes the entire agreement between the parties in relation to the Vision Services.

Schedule 3 – Devices

1. Scope and status

1.1 This Schedule forms part of the Framework Agreement and describes the categories and general characteristics of the Devices that may be supplied by the Supplier under the Agreement.

1.2 This Schedule is descriptive only. It does not set out pricing, quantities or delivery dates, which shall be specified in the relevant Purchase Order.

1.3 In the event of any conflict or inconsistency between this Schedule and the main body of the Framework Agreement, the Framework Agreement shall prevail.

2. Device categories

2.1 Devices supplied under the Agreement may include one or more of the following categories, as specified in the relevant Purchase Order:

(a) Environmental and building sensors, including (without limitation) sensors for humidity, temperature, air quality, moisture, occupancy or related environmental conditio

(b) Utility and infrastructure monitoring devices, including sensors or endpoints used for monitoring water, energy, plant or building infrastructure;

(c) Gateways or concentrators used to receive data from sensors and transmit that data to the Vision platform via appropriate backhaul connectivity; and

(d) Ancillary components, including power supplies, mounting hardware, enclosures or other accessories required for installation or operation.

2.2 The Supplier may introduce additional Device types or variants from time to time. Any such Devices may be supplied under this Agreement where identified in a Purchase Order, without amendment to this Schedule.

3. Intended use and limitations

3.1 Devices are designed and supplied for use as IoT data-collection and transmission endpoints in connection with the Vision Services.

3.2 Devices are not safety-critical, life-critical or emergency-response systems and are not intended to prevent, detect or guarantee avoidance of harm, damage, loss, regulatory non-compliance or statutory breach.

3.3 Data generated by Devices is intended to support monitoring, analytics and decision-support only. Responsibility for interpretation of data and for any operational, remedial or compliance actions remains with the Customer, unless expressly agreed otherwise in writing.

4. Installation and commissioning

4.1 Unless otherwise stated in a Purchase Order:

(a) Devices may be installed by the Supplier, the Customer, or a third party appointed by the Customer; and

(b) installation services (if any) are limited to physical installation and basic commissioning and do not include ongoing monitoring or operational response.

4.2 Where the Supplier installs Devices, acceptance shall occur on the earlier of:

(a) successful completion of installation and commissioning in accordance with the applicable Purchase Order; or

(b) the Customer placing the Devices into operational use.

4.3 The Supplier does not warrant the condition, suitability or compliance of any premises, structures or third-party systems to which Devices are affixed or connected.

5. Connectivity and dependencies

5.1 Devices may rely on third-party connectivity (including LoRaWAN, cellular, Ethernet or other networks) **which is not under the Supplier's control unless** expressly stated in a Purchase Order.

5.2 The Supplier does not guarantee availability, coverage, latency or performance of any third-party network or connectivity service.

6. Firmware and updates

6.1 Devices may include embedded firmware required for basic operation and connectivity with the Vision platform.

6.2 Firmware updates, security patches and maintenance support are governed exclusively by clause 8 (Warranty and Support) and Schedule 5 (Support and RMA) of the Framework Agreement.

7. No resale

7.1 Devices are supplied for the Customer's own use in connection with the Services. No resale, onward supply or transfer of Devices is permitted unless expressly agreed in writing by the Supplier.

8. Compliance

8.1 Devices shall conform to the applicable specifications and UK regulatory requirements at the point of first supply, in accordance with clause 6 (Product Conformity and Compliance) of the Framework Agreement.

9. Future device additions

9.1 This Schedule is intended to support a modular and evolving Device estate. The supply of any new Device category, model or variant may be agreed by inclusion in a Purchase Order and shall be subject to the terms of the Framework Agreement and this Schedule.

10. No additional warranties

10.1 Except as expressly stated in the Framework Agreement, no warranties, representations or assurances are given in respect of the Devices.

Schedule 4 – Ordering Procedure

1. Purpose and application

1.1 This Schedule sets out the procedure by which the Customer may place orders for Products and/or Services under the Framework Agreement.

1.2 This Schedule applies to all Purchase Orders submitted under the Agreement and forms part of each Contract formed pursuant to clause 4 of the Framework Agreement.

1.3 Nothing in this Schedule obliges the Customer to place, or the Supplier to accept, any Purchase Order.

2. Purchase Orders

2.1 The Customer may submit Purchase Orders from time to time for Products and/or Services described in the applicable Schedule or Service Schedule.

2.2 Each Purchase Order shall be submitted in the format prescribed by the Supplier from time to time or substantially in the form set out in:

- Schedule 8 (Form of Purchase Order); or
- Schedule 8A (Electronic Purchase Order).

2.3 Each Purchase Order shall specify, as applicable:

(a) the Products and/or Services ordered;

(b) the applicable Schedule or Service Schedule;

(c) quantities and delivery or installation locations;

(d) the applicable service tier or module (if relevant);

(e) Charges and invoicing profile;

(f) the service term (if different from the default); and

(g) any Contract-specific commercial or operational terms expressly agreed by the Supplier.

3. Status of Purchase Orders

3.1 Each Purchase Order constitutes an offer only by the Customer to purchase Products and/or Services on the terms of the Framework Agreement.

3.2 A Purchase Order shall not be binding unless and until the Supplier issues a written or electronic Order Confirmation.

3.3 The Supplier may accept, reject or propose amendments to a Purchase Order in whole or in part, in its absolute discretion and without liability.

3.4 Failure by the Supplier to respond to a Purchase Order shall not constitute acceptance.

4. Special terms and variations

4.1 A Purchase Order may include Contract-specific commercial or operational terms.

4.2 No term included in a Purchase Order shall amend, vary or override the Framework Agreement or any Schedule unless:

(a) the Supplier expressly agrees to that term in writing; and

(b) the Purchase Order or Order Confirmation clearly identifies the term as a permitted override.

4.3 Any term not expressly accepted by the Supplier shall be of no effect, and the Framework Agreement shall prevail.

5. Order confirmation and Contract formation

5.1 Upon acceptance of a Purchase Order, the Supplier shall issue an Order Confirmation.

5.2 Each accepted Purchase Order constitutes a separate Contract incorporating:

(a) the Framework Agreement;

(b) the applicable Schedules and Service Schedules; and

(c) the terms expressly agreed in the Order Confirmation.

5.3 Termination or expiry of the Framework Agreement shall not affect any Contract already formed, except as expressly provided in the Agreement.

6. Forecasting (optional)

6.1 Where the parties agree to use forecasts for planning purposes, such forecasts shall be non-binding unless expressly stated otherwise in writing.

6.2 Forecasts may be used by the Supplier for capacity planning, resource allocation or scheduling but shall not constitute a commitment by the Customer to place Purchase Orders or by the Supplier to reserve capacity.

7. Amendments and cancellations

7.1 The Customer may not amend or cancel a Purchase Order after submission without the Supplier's prior written consent.

7.2 Any permitted amendment or cancellation shall be subject to such conditions as the Supplier may reasonably impose, including recovery of costs incurred.

8. No customer terms

8.1 No terms or conditions contained in or referred to in any Customer purchase order, correspondence or other document shall apply unless expressly agreed by the Supplier in writing.

8.2 Performance by the Supplier, including delivery, installation or activation of Services, shall not constitute acceptance of any Customer terms.

9. Records and audit

9.1 The Supplier shall maintain records of accepted Purchase Orders and Order Confirmations for audit and contract-management purposes.

9.2 Such records shall be conclusive evidence of the Products and Services ordered and accepted in the absence of manifest error.

10. Order hierarchy

10.1 In the event of any conflict between this Schedule and the main body of the Framework Agreement, the Framework Agreement shall prevail, unless expressly stated otherwise.

Schedule 5 – Support and RMA Procedure

1. Scope and application

1.1 This Schedule sets out the procedures applicable to:

(a) support for Devices supplied under the Agreement; and

(b) the return, repair or replacement of Devices under the warranty provisions of clause 8 (Warranty and Support).

1.2 This Schedule applies only to Devices. Support for the Vision Services is governed by Schedule 3 (Vision Service Schedule).

1.3 This Schedule is procedural in nature and does not create any additional warranties, service levels or liabilities beyond those expressly set out in the Framework Agreement.

2. Support channels

2.1 All support requests and warranty claims relating to Devices shall be raised by the Customer through the support channels notified by the Supplier from time to time.

2.2 End-users, tenants or other third parties shall not contact the Supplier directly unless expressly authorised in writing by the Supplier.

2.3 Support may be provided by email, web portal or telephone, as determined by the Supplier.

3. Support scope

3.1 Device support under this Schedule is limited to:

(a) diagnosis of reported faults;

(b) verification of warranty eligibility;

(c) guidance on configuration or reset procedures; and

(d) coordination of repair, replacement or credit where a valid warranty claim is confirmed.

3.2 Device support does not include:

(a) on-site support or field services, unless expressly agreed in a Purchase Order;

(b) investigation of issues caused by third-party systems, networks or environments;

(c) operational monitoring or response; or

(d) training or consultancy services.

4. Fault reporting

4.1 The Customer shall provide reasonable detail of any reported fault, including (where applicable):

(a) Device type and model;

(b) serial number or unique identifier;

(c) installation location;

(d) description of the fault; and

(e) steps already taken to diagnose or resolve the issue.

4.2 The Supplier may require the Customer to perform reasonable diagnostic steps before accepting a fault as a warranty claim.

5. Return Material Authorisation (RMA)

5.1 No Device may be returned to the Supplier without a valid Return Material Authorisation (RMA) issued by the Supplier.

5.2 To obtain an RMA, the Customer shall submit a written request including the information set out in clause 4.

5.3 The Supplier may reject any RMA request that:

(a) falls outside the applicable Warranty Period;

(b) relates to excluded defects under clause 8.2; or

(c) does not contain sufficient information to assess the claim.

6. Return procedure

6.1 Where an RMA is issued, the Customer shall return the affected Device to the location specified by the Supplier, freight pre-paid, unless otherwise agreed in writing.

6.2 Devices returned without an RMA or not packaged in accordance with the Supplier's reasonable instructions may be rejected and returned at the Customer's cost.

6.3 Risk in returned Devices remains with the Customer until receipt by the Supplier.

7. Repair, replacement or credit

7.1 Following inspection and validation of a warranty claim, the Supplier shall, at its option:

(a) repair the Device;

(b) replace the Device with a new or refurbished unit of equivalent specification; or

(c) issue a credit for the affected Device.

7.2 Replacement Devices may be supplied from buffer stock or refurbished inventory.

7.3 The Supplier's obligations under this Schedule are limited to the remedies set out in this clause 7.

8. Turnaround times

8.1 Any turnaround times provided for repair or replacement are targets only and are not binding unless expressly stated in a Purchase Order.

8.2 The Supplier shall use reasonable endeavours to complete repair or replacement within a commercially reasonable period.

9. No advance replacement

9.1 Unless expressly agreed in writing, the Supplier is not obliged to provide advance replacement Devices.

9.2 Any advance replacement arrangements shall be subject to separate written agreement and may require security, deposits or additional Charges.

10. Firmware and configuration

10.1 The Supplier may require Devices to be running a supported firmware version as a condition of providing support.

10.2 Issues arising from unauthorised firmware, configuration changes or third-party software are excluded from support under this Schedule.

11. Epidemic failure coordination

11.1 Where an **Epidemic Failure** is suspected, the Customer shall coordinate all communications and returns through a single nominated contact.

11.2 Any investigation or corrective action shall be carried out in accordance with clause 8.5 (Epidemic Failure) of the Framework Agreement.

12. Records and audit

12.1 The Supplier shall maintain records of RMAs, repairs and replacements for audit and warranty-tracking purposes.

12.2 Such records shall be conclusive in the absence of manifest error.

13. No extension of liability

13.1 Nothing in this Schedule:

(a) extends or modifies the Supplier's warranties or liabilities;

(b) creates any obligation to provide on-site or managed services; or

(c) alters the liability caps or exclusions in clause 10 (Liability and Indemnities).

Schedule 6 - Data Protection and Compliance

1. Definitions

For the purposes of this Schedule, the following terms have the meanings given in the UK GDPR: *Controller*, *Processor*, *Data Subject*, *Personal Data*, *Personal Data Breach*, and *Processing*.

Data Protection Laws means all laws relating to data protection, privacy and the Processing of Personal Data in force from time to time in the United Kingdom, including the UK GDPR and the Data Protection Act 2018.

2. Roles of the Parties

2.1 Controller and Processor

Where the Supplier Processes Personal Data on behalf of the Customer in connection with the Services, the Customer acts as **Controller** and the Supplier acts as **Processor**.

2.2 Supplier as independent Controller

The Supplier acts as an independent Controller only in respect of:

(a) aggregated, anonymised or statistical data derived from the Services which does not constitute Personal Data; and

(b) Personal Data processed by the Supplier for its own business purposes and not on behalf of the Customer (including supplier administration, billing, security monitoring and compliance).

Nothing in this Schedule creates a relationship of joint controllers.

2.3 Compliance

Each party shall comply with its respective obligations under Data Protection Laws when acting in its capacity as Controller or Processor.

3. Subject Matter, Nature and Purpose of Processing

3.1 Subject matter

Processing of Personal Data arising from the provision and operation of the Vision Services.

3.2 Nature of Processing

Collection, transmission, storage, analysis, retrieval, consultation and deletion of data generated by connected devices, sensors and system users.

3.3 Purpose of Processing

- provision, operation and support of the Vision Services;
- monitoring and presentation of sensor and device data;
- alerting, reporting and analytics requested by the Customer; and
- customer support and service management.

4. **Categories of Personal Data and Data Subjects**

Category	**Example fields**	**Data Subjects**
Device identifiers	Device ID, sensor ID, serial number	Associated occupants or premises (indirect)
Telemetry and sensor data	Environmental readings, status indicators, timestamps	Occupants or users of monitored premises (indirect)
Location data (non-precise)	Site reference, building or zone identifier	Non-identifying
User account data	Name, business email, role, login credentials	Customer employees or contractors
Support data	Support tickets, correspondence	Customer personnel

Telemetry and sensor data is **contextual data** and is not special category data unless configured by the Customer to capture such information.

4. Duration of Processing

Personal Data shall be Processed for the duration of the Agreement and any additional period required for legitimate business, regulatory, audit or insurance purposes.

Aggregated and anonymised data may be retained indefinitely provided it does not identify any individual.

5. Lawful Bases for Processing

The Customer is responsible for identifying and documenting the lawful bases for Processing under Data Protection Laws.

Without prejudice to that responsibility, Processing typically relies on:

Purpose	**Indicative lawful basis**
Provision of Services	Article 6(1)(b) – performance of a contract
Monitoring and analytics	Article 6(1)(f) – legitimate interests
Compliance with legal obligations	Article 6(1)(c) – legal obligation
Optional user features	Consent, where applicable

7. Processor obligations

The Supplier shall, in its capacity as Processor:

(a) Process Personal Data only on the documented instructions of the Customer, unless required by law;

(b) ensure that persons authorised to Process Personal Data are subject to confidentiality obligations;

(c) implement appropriate technical and organisational security measures;

(d) assist the Customer, taking into account the nature of the Processing, in complying with its obligations under Articles 32 to 36 of the UK GDPR; and

(e) make available information reasonably necessary to demonstrate compliance with this Schedule.

8. Sub-processing

8.1 Authorisation

The Customer grants a general written authorisation for the Supplier to appoint sub-processors for the provision of the Services.

8.2 Categories of sub-processors

Sub-processors may include providers of:

- cloud hosting and infrastructure services;
- data storage and backup;
- security monitoring and incident response;
- analytics and monitoring tools; and
- customer support systems.

8.3 Safeguards

The Supplier shall ensure that each sub-processor is engaged under a written agreement imposing data-protection obligations no less protective than those set out in this Schedule.

The Supplier remains responsible for the acts and omissions of its sub-processors.

9. International transfers

Personal Data shall be hosted and processed in the United Kingdom or European Economic Area.

Any transfer outside those territories shall be made only in compliance with Data Protection Laws, including by use of:

(a) an adequacy regulation; or

(b) the UK International Data Transfer Addendum or other approved safeguards.

10. Security measures

The Supplier shall implement and maintain appropriate technical and organisational measures, including:

- information-security governance aligned to recognised standards (such as ISO 27001);
- access controls and authentication;
- encryption of data in transit and at rest where appropriate;
- vulnerability management and patching;
- incident-response procedures; and
- staff security awareness training.

11. Personal Data Breaches

The Supplier shall notify the Customer without undue delay after becoming aware of a Personal Data Breach affecting Personal Data processed on behalf of the Customer and shall provide such information as the Customer reasonably requires to meet its notification obligations.

12. Data Subject rights and assistance

Taking into account the nature of the Processing, the Supplier shall provide reasonable assistance to the Customer to enable it to respond to Data Subject requests and to carry out data-protection impact assessments or consultations with Supervisory Authorities.

13. Deletion and return of data

Upon termination or expiry of the Agreement, the Supplier shall, at the Customer's choice, delete or return all Personal Data processed on behalf of the Customer, save that:

(a) data may be retained where required by law; and

(b) data held in routine backups may be retained until overwritten in the ordinary course of business, remaining subject to this Schedule.

14. Audit rights

The Supplier shall make available to the Customer information reasonably necessary to demonstrate compliance with this Schedule.

Any audit shall:

(a) be on not less than thirty (30) days' written notice;

(b) occur no more than once in any twelve-month period;

(c) be conducted during normal business hours; and

(d) be subject to confidentiality and security restrictions.

The Supplier may satisfy this obligation by providing appropriate third-party audit reports or certifications.

15. Liability

Each party's liability arising out of or in connection with this Schedule is subject to the limitations and exclusions set out in clause 10 (Liability and Indemnities) of the Agreement.

The Supplier shall not be liable for any loss arising from Processing carried out in accordance with the Customer's lawful instructions.

16. Precedence

This Schedule forms part of the Agreement.

In the event of any conflict between this Schedule and the main body of the Agreement, this Schedule shall prevail to the extent necessary to ensure compliance with Data Protection Laws.

Schedule 7 – Connectivity and Network Services

1. Scope and application

1.1 This Schedule sets out the additional terms and conditions applicable to any Connectivity Services supplied by the Supplier in connection with Devices and/or the Vision Services.

1.2 This Schedule applies only where referenced in a Purchase Order. No Connectivity Services are provided unless expressly ordered.

1.3 In the event of any conflict or inconsistency between this Schedule and the Framework Agreement, this Schedule shall prevail only in relation to the Connectivity Services.

2. Description of Connectivity Services

2.1 Connectivity Services may include the provision, operation and management of:

(a) a private or managed LoRaWAN network, including gateways and network servers;

(b) associated backhaul connectivity to transmit Device data to the Vision platform; and

(c) related network management, monitoring and configuration services.

2.2 Connectivity Services are provided solely to enable the operation of Devices and the Vision Services and do not constitute a standalone service.

3. Subcontracting and regulatory status

3.1 The Supplier may subcontract the provision of Connectivity Services, in whole or in part, to one or more Affiliates, including an Affiliate that is authorised or regulated by Ofcom.

3.2. The Customer acknowledges that:

(a) the Customer does not contract directly with any such Affiliate;

(b) the Supplier remains the sole contracting party responsible for the Connectivity Services under the Agreement; and

(c) any regulatory compliance obligations applicable to the subcontracted Affiliate are a matter between the Supplier and that Affiliate and do not create any direct rights or obligations between the Customer and the Affiliate.

4. No telecoms service representation

4.1 The Connectivity Services are supplied as a managed IoT network service ancillary to the Supplier's managed service offering.

4.2 Nothing in this Agreement constitutes or shall be construed as:

(a) the provision to the Customer of a public electronic communications service;

(b) the grant of any rights under the Electronic Communications Code; or

(c) an internet service provider or general telecommunications services agreement.

5. Availability and performance

5.1 Unless expressly stated in a Purchase Order or Service Schedule Addendum, the Supplier gives no guarantee as to coverage, availability, latency, bandwidth or performance of the Connectivity Services.

5.2 Connectivity Services may be affected by factors outside the Supplier's reasonable control, including radio interference, physical environment, spectrum availability, third-party infrastructure and force majeure events.

5.3 Any service levels applicable to Connectivity Services shall be set out only where expressly agreed in a Purchase Order or Service Schedule Addendum.

6. Dependencies and limitations

6.1 Connectivity Services may rely on third-party infrastructure, spectrum or services.

6.2 The Supplier does not warrant the uninterrupted or error-free operation of any third-party networks or infrastructure not under its direct control.

7. Customer responsibilities

7.1 The Customer shall:

(a) use the Connectivity Services only in connection with Devices supplied or approved by the Supplier;

(b) not interfere with, misuse or attempt to access the Connectivity Services other than through authorised interfaces; and

(c) comply with all applicable laws relating to its use of the Connectivity Services.

7.2 The Customer shall not use the Connectivity Services for any unlawful purpose or in any manner that could reasonably be expected to cause harm, interference or degradation to the network.

8. Charges and invoicing

8.1 Charges for Connectivity Services shall be as specified in the applicable Purchase Order.

8.2 Unless otherwise agreed in writing, Connectivity Services shall be charged on a recurring per-Device or per-gateway basis and invoiced in accordance with clause 5 (Pricing and Payment Terms) of the Framework Agreement.

9. Suspension

9.1 Without prejudice to any other rights, the Supplier may suspend Connectivity Services in whole or in part:

(a) for non-payment of Charges;

(b) where required to comply with law or regulatory requirements;

(c) where continued provision would be unlawful, unsafe or technically impracticable; or

(d) in response to misuse or security risks.

9.2 Suspension of Connectivity Services shall not constitute termination of the Agreement or any Contract unless expressly stated by the Supplier in writing.

10. Data and security

10.1 Data transmitted via the Connectivity Services may include Device telemetry and related operational data.

10.2 Processing of any Personal Data in connection with Connectivity Services shall be subject to Schedule 6 (Data Protection and Compliance).

11. Relationship to Vision Services

11.1 Interruption or degradation of Connectivity Services may affect the availability or performance of the Vision Services.

11.2 Unless expressly agreed otherwise, any service levels applicable to Vision Services shall be assessed independently of the Connectivity Services.

12. Termination

12.1 Termination of Connectivity Services shall be governed by clause 14 (Term and Termination) of the Framework Agreement and any applicable Purchase Order.

12.2 Termination of Connectivity Services shall not, of itself, terminate the Framework Agreement or any Contract for Products or Vision Services.

13. No additional warranties or liabilities

13.1 Except as expressly stated in the Agreement, no warranties, representations or guarantees are given in respect of the Connectivity Services.

13.2 The Supplier's liability in connection with Connectivity Services is subject to the limitations and exclusions set out in clause 10 (Liability and Indemnities) of the Framework Agreement.

14. Future network services

14.1 The Supplier may introduce additional connectivity options, network features or service enhancements from time to time.

14.2 Any such services shall be supplied only where expressly referenced in a Purchase Order or Service Schedule Addendum and shall be governed by this Schedule unless otherwise stated.