

MASTER LICENCE AND SALES CONTRACT

SCHEDULE 1 – HARDWARE SALES / RENTALS & WARRANTY

THIS SCHEDULE APPLIES TO ALL HARDWARE SALES OR RENTALS. IT IS INTEGRATED WITH OTHER SCHEDULES AND IS THEREFORE NOT A STANDALONE AGREEMENT AND MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE SCHEDULES.

1 Basis of contract

- 1.1 Where this Contract is for the:
- 1.1.1 rental of the Hardware (as specified on the front sheet), Pathfindr shall lease the Hardware to the Customer for use during the Term subject to the terms and conditions of this Contract; or
 - 1.1.2 purchase of the Hardware (as specified on the front sheet), Pathfindr shall sell the Hardware to the Customer subject to the Customer's payment of the Hardware Fee.
- 1.2 For Hardware rentals, the Term shall commence on the Delivery Date of the Hardware and shall continue for the Initial Period and, if applicable, the Renewal Period(s) set out on the front sheet, unless this Contract is terminated earlier in accordance with its terms. During the Term, Pathfindr shall not, other than in the exercise of its rights under this Contract, or to perform the Support Services, or as permitted under applicable law, interfere with the Customer's quiet possession and use of the leased Hardware.
- 1.3 For Hardware purchases, the Term is as stated elsewhere in this Contract, but only applies to the Subscription and Support Services which shall be provided during the Term pursuant to this Contract. The Customer shall continue to own the Hardware following the termination of this Contract or expiry of the Term.

2 Hardware

- 2.1 The Pathfindr Hardware is as described in the Pathfindr Specification and the Zonr Hardware is as described in the Zonr Specification. In each case, refer to Schedule 4 in the first instance.
- 2.2 Pathfindr reserves the right to amend the Pathfindr Specification and/or Zonr Specification if required by any applicable statutory or regulatory requirements, in which case Pathfindr shall notify the Customer in advance of any such event, setting out any implications. Amendments to the relevant specification(s) by Pathfindr pursuant to this paragraph 2 does not (of itself) entitle the Customer to terminate this Contract pursuant to paragraph 6 of Schedule 4.

3 Customer's acknowledgement

- 3.1 Subject to paragraph 12 of Schedule 4, the Customer acknowledges and agrees that:
- 3.1.1 the Customer will be responsible at all times for taking all steps necessary to ensure safe use of the Hardware, including the training of its employees, agents and subcontractors in the safe use of the Hardware;
 - 3.1.2 in respect of the Zonr Hardware specifically, whilst the Zonr Hardware may be used by the Customer to assist in ensuring safety in the Customer's workplace, the Zonr Hardware does not and shall not be considered to replace other health and safety processes in that workplace, and the Customer shall at all times remain responsible for the safety of any and all personnel and equipment in the environment within which the Zonr Hardware is used;
 - 3.1.3 the Customer uses the Hardware at its own risk and the Customer is aware of the terms of our liability disclaimer set out in paragraph 12.1.1 of Schedule 4; and
 - 3.1.4 the Customer shall be responsible for its own use and enjoyment of the Hardware (and the use of the Hardware by any employees, agents and subcontractors making use of the Hardware on behalf of the Customer).

4 Delivery

- 4.1 Pathfindr shall deliver the Hardware to the Delivery Location. Delivery is completed on the completion of unloading of the Hardware at the Delivery Location.

- 4.2 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. It is expressly agreed that Pathfinder shall not be liable to the Customer for any delay in delivery caused by a Force Majeure Event or the Customer's failure to provide Pathfinder with adequate delivery instructions or any other instructions that are relevant to the delivery of the Hardware.
- 4.3 If Pathfinder fails to deliver the Hardware, its liability shall be limited to the reimbursement of the price paid by the Customer in respect of that non-delivered Hardware.
- 4.4 If the Customer fails to take delivery of the Hardware on the day the Hardware is delivered, then, except where such failure or delay is caused by a Force Majeure Event or Pathfinder's failure to comply with its obligations under this Contract:
- 4.4.1 delivery of the Hardware shall be deemed to have been completed at the time delivery was attempted; and
- 4.4.2 Pathfinder (or any third party instructed by it so to do) shall store the Hardware until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.5 If five Business Days after the day on which Pathfinder first attempted to make delivery of the Hardware the Customer still has not taken or accepted actual delivery of the Hardware, Pathfinder may resell or otherwise dispose of part or all of the Hardware and, after deducting reasonable store and selling costs, charge the Customer for any shortfall below the price of the Hardware.
- 4.6 Pathfinder may deliver the Hardware by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5 Title, risk and insurance

- 5.1 In respect of Hardware leased to the Customer by Pathfinder, such Hardware shall at all times remain the property of Pathfinder, and the Customer shall have no right, title or interest in or to such Hardware (save the right to possession and use of such Hardware subject to the terms and conditions of this Contract). The Customer may not sell such Hardware to a third party at any time.
- 5.2 In respect of Hardware sold to the Customer by Pathfinder, full, unencumbered title to such Hardware shall pass to the Customer once payment of the Hardware Fee is made to Pathfinder in full (as stated on the front sheet).
- 5.3 Where the Hardware is delivered to the Customer prior to title in that Hardware passing to the Customer:
- 5.3.1 the Customer shall (until title to that Hardware has passed to the Customer):
- (i) store the Hardware separately from all other goods held by the Customer so that they remain readily identifiable as Pathfinder's property;
 - (ii) not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware;
 - (iii) maintain the Hardware in satisfactory condition;
 - (iv) give Pathfinder such information relating to the Hardware as Pathfinder may require from time to time; and
 - (v) notify Pathfinder immediately if the Customer becomes subject to any of the events listed in paragraph 6.3.2 of Schedule 4; and
- 5.3.2 if the Customer becomes subject to any of the events listed in paragraph 6.3.2 of Schedule 4, then, without limiting any other right or remedy Pathfinder may have, Pathfinder may at any time:
- (i) require the Customer to deliver up the Hardware in its possession that have not been resold; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Hardware is stored in order to recover them.
- 5.4 The risk of loss, theft, damage or destruction of the Hardware shall pass to the Customer on the Delivery Date. The Hardware shall remain at the Customer's sole risk during the Term where the Hardware is in the Customer's possession, custody or control until such time as the Hardware is redelivered to us. During the Term, it is the Customer's responsibility to obtain and maintain insurance:

- 5.4.1 of the Hardware to a value not less than its full replacement comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Pathfindr may from time to time nominate in writing;
 - 5.4.2 for such amounts as a prudent owner or operator of the Hardware would insure for, or such amount as Pathfindr may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Hardware; and
 - 5.4.3 against such other or further risks relating to the Hardware as may be required by law, together with such other insurance as Pathfindr may from time to time consider reasonably necessary and advise to the Customer in writing.
- 5.5 All insurance policies procured by the Customer shall be endorsed to provide Pathfindr with at least thirty Business Days' prior written notice of cancellation or material change (including any reduction in coverage or policy amount) and shall on Pathfindr's request name Pathfindr on the policies as the payee in relation to any claim relating to the Hardware. The Customer shall be responsible for paying any deductibles due on any claims under such insurance policies.
- 5.6 The Customer shall give immediate written notice to Pathfindr in the event of any loss, accident or damage to the Hardware arising out of in connection with the Customer's possession or use of the Hardware. This may impact Pathfindr's provision of the Support Services or any warranty offered to the Customer.
- 5.7 If the Customer fails to effect or maintain any of the insurance required under this Contract, Pathfindr shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 5.8 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Pathfindr and proof of premium payment to Pathfindr to confirm the insurance arrangements.

6 Customer responsibilities

- 6.1 The Customer shall during the Term:
- 6.1.1 ensure that the Hardware is kept and operated in a suitable environment, used only for the purposes for which it is designed, and operated in a proper manner by competent staff in accordance with any operating instructions provided by Pathfindr;
 - 6.1.2 ensure that the Customer has all necessary licences and permissions to operate the Hardware at the Customer's premises;
 - 6.1.3 ensure that the Customer's premises has suitable access to power for the Hardware;
 - 6.1.4 take such steps (including compliance with all safety and usage instructions provided by Pathfindr) as may be necessary to ensure, so far as is reasonably practicable, that the Hardware is at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work;
 - 6.1.5 maintain at the Customer's own expense the Hardware in good, clean condition and substantial repair in order to keep it in as good as operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Hardware;
 - 6.1.6 make no alteration to the Hardware and shall not remove any existing component(s) from the Hardware without Pathfindr's prior written consent;
 - 6.1.7 keep Pathfindr fully informed of all material matters relating to the Hardware;
 - 6.1.8 always keep the Hardware at the Customer's premises and shall not move or attempt to move any part of the Hardware to any other location without Pathfindr's prior written consent;
 - 6.1.9 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Pathfindr in the Hardware;
 - 6.1.10 not, without Pathfindr's prior written consent, part with control of, sell or offer for sale, underlet or lend the Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

- 6.1.11 not, without Pathfinder's prior written consent, attach the Hardware to any part of the Customer's premises so as to cause the Hardware to become a permanent or immovable fixture at the Customer's premises;
- 6.1.12 permit or procure permission for Pathfinder or its duly authorised representative to inspect the Hardware at all reasonable times and for such purpose to enter upon any premises at which the Hardware may be located, and shall grant or procure the grant of reasonable access and facilities for such inspection;
- 6.1.13 not suffer or permit the Hardware to be confiscated, seized or taken out of the Customer's possession or control under any distress, execution or other legal process, but if the Hardware is so confiscated, seized or taken, the Customer shall notify Pathfinder and the Customer shall at the Customer's sole expense use the Customer's best endeavours to procure an immediate release of the Hardware and shall indemnify Pathfinder against all losses, costs, charges, damages and expenses incurred as a result of such confiscation;
- 6.1.14 not use the Hardware for any unlawful purpose;
- 6.1.15 not dispose of the Hardware;
- 6.1.16 always ensure that the Hardware remains identifiable as being Pathfinder's property and wherever possible shall ensure that a visible sign to that effect is attached to the Hardware. The Customer must not, without Pathfinder's prior written consent (such consent not to be unreasonably withheld or delayed) affix to the Hardware any permanent or temporary trade-dressing, signage or branding; and
- 6.1.17 deliver up the Hardware to Pathfinder at the end of the Term at such address as Pathfinder requires. Should the Customer fail to do so, Pathfinder or its representatives may access any premises where the Hardware is located for the purpose of retrieving the Hardware. Where the Customer fails to deliver up the Hardware and Pathfinder is unable to retrieve the Hardware from the Customer (such as where that Hardware have been irretrievably lost or irreparably damaged), the Customer shall be liable to Pathfinder for the full replacement value of that Hardware and all other costs reasonably incurred by Pathfinder in attempting to retrieve that Hardware.

7 Warranty

- 7.1 Pathfinder warrants that on delivery, and for the shorter of the Term or a period of 12 months from the Delivery Date ("**Warranty Period**"), the Hardware shall:
 - 7.1.1 conform in all materials respects with the Pathfinder Specification and/or Zonr Specification (as applicable); and
 - 7.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 7.2 Subject to paragraph 7.3 of this Schedule, if:
 - 7.2.1 the Customer, within the Warranty Period, reports any defect to Pathfinder via the appropriate support and returns section of Pathfinder's website within five Business Days of discovering that some or all of the Hardware does not comply with the warranty set out in paragraph 7.1 of this Schedule;
 - 7.2.2 Pathfinder is given a reasonable opportunity of examining such Hardware and agrees (acting reasonably) that such defect has occurred; and
 - 7.2.3 the Customer (if asked to do so by Pathfinder) returns such Hardware to Pathfinder's place of business at the Customer's cost,

Pathfinder shall, at its option, repair or replace the defective Hardware, or refund the price of the defective Hardware.
- 7.3 Pathfinder shall not be liable for the failure of the Hardware to comply with the warranty set out in paragraph 7.1 of this Schedule in any of the following events:
 - 7.3.1 the Customer makes any further use of such Hardware after giving notice in accordance with paragraph 7.2 of this Schedule;
 - 7.3.2 the defect arises because the Customer failed to comply with the requirements of this Contract, or follow Pathfinder's oral or written instructions as to the storage, use and maintenance of the Hardware or (if there are none) good trade practice regarding the same;
 - 7.3.3 the Customer alters or repairs such Hardware without the written consent of Pathfinder;

- 7.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, abnormal storage or working conditions, or misuse or mishandling caused by the Customer or its officers, employees, agents or contractors; or
- 7.3.5 the Hardware differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
- 7.4 Except as provided in this paragraph 7, Pathfindr shall have no liability to the Customer in respect of the Hardware's failure to comply with the warranty set out in paragraph 7.1 of this Schedule.
- 7.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from this Contract.
- 7.6 The terms and conditions of this Contract shall apply to any repaired or replacement Hardware supplied by Pathfindr.
- 7.7 The Customer may direct any queries about the returns process by emailing Pathfindr at support@pathfindr.co.uk. All returns must be made (and will only be accepted, subject to the rest of this paragraph 7 of this Schedule), in accordance with paragraph 7.2 of this Schedule.

8 Price

- 8.1 The price for the Hardware shall be:
- 8.1.1 the price set out on the front sheet, as countersigned by Pathfindr; and
- 8.1.2 exclusive of all costs and charges of insurance and (where applicable) transport of the Hardware.
- 8.2 Pathfindr reserves the right to increase the price of the Hardware, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Hardware to Pathfindr that is due to:
- 8.2.1 any factor beyond the control of Pathfindr (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 8.2.2 any request by the Customer to change the Delivery Date or quantities or types of Hardware ordered;
- 8.2.3 any delay caused by any instructions of the Customer on or at any time after completion of Delivery.
- 8.3 Pathfindr shall invoice the Customer for the Hardware on or at any time after completion of Delivery.

9 Recall

- 9.1 Pathfindr may issue a notice to recall or withdraw the Hardware from the market ("**Recall Notice**") if:
- 9.1.1 required to do so by law or at the request of any governmental or regulatory authority;
- 9.1.2 the supply or use of the Hardware infringes, or may infringe, a third party's intellectual property rights;
- 9.1.3 the Hardware is, may be, or may become illegal or non-compliant with any law, regulation or government agency or industry standard;
- 9.1.4 a defect in the Hardware may cause harm to Pathfindr's reputation or brand; or
- 9.1.5 Pathfindr wishes to do so based on any other reasonable ground.
- 9.2 Following the issuing of any Recall Notice by Pathfindr:
- 9.2.1 the Customer shall, at its own cost:
- (i) comply with any Recall Notice; and
- (ii) give such assistance as Pathfindr may reasonably require in recalling or withdrawing the Hardware from the market; and
- (iii) comply with Pathfindr's instructions about the process of implementing such recall or withdrawal; and
- 9.2.2 this Contract shall automatically terminate; and

9.2.3 Pathfindr shall make a refund of the Hardware Fee to the Customer less a reasonable deduction, determined by Pathfindr at its discretion, to account for the use made of the Hardware by the Customer prior to the issuance of the Recall Notice by Pathfindr.

SCHEDULE 2 –PLATFORM LICENCE

THIS SCHEDULE IS TO APPLY TO PATHFINDR SOFTWARE SUBSCRIPTIONS ONLY. IT IS INTEGRATED WITH OTHER SCHEDULES AND IS THEREFORE NOT A STANDALONE AGREEMENT AND MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE SCHEDULES.

1 Subscription

- 1.0 In consideration of payment of the Subscription Fee, Pathfinder hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Pathfinder Software and Documentation during the Term only in accordance with the terms and conditions of this Contract. Pathfinder shall grant a separate Subscription to the Customer in respect of each Hardware purchased which shall allow access to the Pathfinder Software and Documentation by an unlimited amount of Authorised Users during the Term.
- 1.1 Access to the Web Portal is provided by email issued by us to Authorised Users nominated by your designated administrator. Authorised Users can then access the Web Portal by following instructions in that email.
- 1.2 Access rights for Authorised Users may vary, as determined by your designated administrator who may impose role-based access controls (from time to time). Access to the Pathfinder Software is not filtered based on geographic location; it is available for access by your Authorised Users from any IP address.
- 1.3 In relation to the Authorised Users, the Customer undertakes that:
- 1.3.1 each Authorised User shall keep a secure password for Web Portal access and the Documentation and that each Authorised User shall keep his password confidential; and
- 1.3.2 it shall maintain a written, up to date list of current Authorised Users and provide such list to Pathfinder within 5 Business Days of Pathfinder's written request at any time.
- 1.4 The Customer acknowledges and accepts that Pathfinder has full visibility of the use of the Pathfinder Software at all times and is therefore able to monitor the Customer's use of the Pathfinder Software to establish that such use is in accordance with this Contract.
- 1.5 The Customer shall not, and shall ensure that Authorised Users do not, access, store, distribute or transmit any viruses, or any material during the course of their use of the Pathfinder Software that:
- 1.5.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 1.5.2 facilitates illegal activity;
- 1.5.3 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- 1.5.4 in a manner that is otherwise illegal or causes damage or injury to any person or property, and Pathfinder reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this paragraph and/or to suspend the access of any Authorised User who causes the Customer to breach the provisions of this paragraph.
- 1.6 The Customer shall not, and shall ensure that the Authorised Users shall not, reproduce, modify, adapt, translate, disassemble, decompile, recompile or reverse engineer the Pathfinder Software or create derivative works based on the whole of or any part of the Pathfinder Software or incorporate the Pathfinder Software into any other program not provided by Pathfinder. The information necessary to achieve interoperability of the Pathfinder Software with other programs is available from Pathfinder on request.
- 1.7 The Customer shall not, and shall ensure that the Authorised Users shall not, access all or any part of the Pathfinder Software or the Documentation in order to build a product or service which competes with the Pathfinder Software and/or the Documentation.
- 1.8 Save that the Customer is, subject to paragraph 1.9 of this Schedule, permitted to sell assets to which Hardware have been affixed to its customers and allow those customers to access the Web Portal (provided such customers have themselves purchased a Subscription from Pathfinder), the Customer shall not:
- 1.8.1 use the Pathfinder Software and/or the Documentation to provide services to third parties;

- 1.8.2 license, sell, rent lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Pathfindr Software and/or the Documentation available to any third party except the Authorised Users, or
- 1.8.3 attempt to obtain, or assist third parties in obtaining, access to the Pathfindr Software and/or the Documentation, other than as provided under this paragraph 1.
- 1.9 The Customer shall be permitted to grant end customers access to the Web Portal subject to entering into, and where necessary enforcing, a written agreement with each such end customer regarding its access to and use of the Web Portal which contains terms equivalent to those set out in this paragraph 1. The Customer acknowledges that it shall be fully liable to Pathfindr for all acts and omissions of the end customers.]
- 1.10 Subject to paragraph 1.9 of this Schedule, the Customer shall only use the Pathfindr Software and/or the Documentation for its internal business purposes, and shall not make the Pathfindr Software and/or the Documentation available for use by any third party in any manner whatsoever other than in accordance with this Contract.
- 1.11 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Pathfindr Software and/or the Web Portal and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify Pathfindr.

2 Software and Support Services

- 2.1 The Pathfindr Software is intended to permit the Customer to set up and manage the deployment of the Pathfindr Hardware, as well as to access the relevant data and set up alerts in conjunction with the use of the Pathfindr Hardware.
- 2.2 Pathfindr shall use reasonable endeavours to make the Pathfindr Software and Support Services available 24 hours a day, seven days a week, except for:
 - 2.2.1 planned maintenance carried out during the maintenance window of 8.00pm to 2.00am UK time on any day; and
 - 2.2.2 unscheduled maintenance performed outside Business Hours, provided that Pathfindr has used reasonable endeavours to give the Customer at least 6 Business Hours' notice in advance.
- 2.3 Training provided as part of the Support Services is limited to provision of those guidance and know-how documents made available via Pathfindr.io. Any additional training required by the Customer, including initial training, shall be chargeable in addition to the Subscription Fee at Pathfindr's standard rate card as notified to the Customer from time to time.
- 2.4 The Customer shall be responsible for providing first line support to its end customers but may escalate issues that it is unable to resolve by way of first line support to Pathfindr in accordance with paragraph 6.3 of Schedule 4.

3 Price

- 3.1 The Subscription Fee (together with any applicable VAT and/or sales tax) for use of Pathfindr Software shall be the fee set out on the front sheet.
- 3.2 Pathfindr shall invoice the Customer for the Subscription Fee (together with any applicable VAT and/or sales tax) on or before the Subscription Start Date and each Renewal Period. Where applicable, Pathfindr shall apply any outstanding Performance Credits incurred in the preceding 12 months against any Subscription Fee due. All invoices shall be payable by the Customer within 30 days of the invoice date.
- 3.3 Pathfindr may increase the Subscription Fee to take effect upon each anniversary of the Subscription Start Date upon not less than 60 days' notice to the Customer before such increase is due to take effect, provided that any such increase shall be no more than an amount equivalent to the annual percentage increase in the UK Retail Prices Index as published by the Office for National Statistics (ONS) since the index last published before the Subscription Start Date or the preceding anniversary as appropriate.
- 3.4 Performance Credits are applied against Subscription Fees paid in advance pursuant to paragraph 3.2 of this Schedule only. Performance Credits cannot be recovered retrospectively against previous invoices for Subscription Fees.

4 Warranties

- 4.1 Pathfindr warrants that it will during the Term provide the Pathfindr Software using reasonable care and skill and the Customer's sole remedy against Pathfindr for any failure to do so shall be to require Pathfindr to use reasonable endeavours to correct such failure in accordance with paragraph 6.3 of Schedule 4.

- 4.2 The warranty at paragraph 4.1 in this Schedule shall not apply to the extent of any non-conformance which is caused by use of the Pathfindr Software contrary to Pathfindr's instructions, or modification or alteration of the Pathfindr Software by any party other than Pathfindr or Pathfindr's duly authorised contractors or agents.

5 Service Level Arrangements

- 5.1 The Service Level Arrangements shall apply in accordance with this paragraph 5 and shall apply with effect from the earliest Subscription Start Date.
- 5.2 In this paragraph 5 only, the following the following words and phrases shall have the following meanings:
- 5.2.1 "**Actual Uptime**" means the total minutes in the Reporting Quarter that the Pathfindr Software was actually available to Authorised Users for normal use;
 - 5.2.2 "**Maintenance Window**" means the total minutes in the Reporting Quarter represented by the following day(s) and time(s) during which Pathfindr shall maintain the Pathfindr Software: 8.00pm to 2.00am each day;
 - 5.2.3 "**Reporting Quarter**" means each quarter in a year (i.e. Jan-Mar, Apr-Jun etc.);
 - 5.2.4 "**Response Time**" means the interval of time from when an Authorised User requests a Transaction to when the first byte of the requested page is received by the Authorised User's browser;
 - 5.2.5 "**Scheduled Downtime**" means the total minutes in the Reporting Quarter represented by the Maintenance Window;
 - 5.2.6 "**Scheduled Uptime**" means the total minutes in the Reporting Quarter less the total minutes represented by the Scheduled Downtime;
 - 5.2.7 "**Total Problems**" shall mean the total number of problems occurring in the Reporting Quarter;
 - 5.2.8 "**Total Transactions**" shall mean the total of Transactions occurring in the Reporting Quarter; and
 - 5.2.9 "**Transaction**" or "**Transactions**" shall mean platform web view loads.
- 5.3 Service Level Availability:
- 5.3.1 Service Level Standard:
 - (i) Pathfindr Software will be available to Authorised Users for normal use 100% of the Scheduled Uptime.
 - (ii) Calculation: $(\text{Actual Uptime} / \text{Schedule Uptime}) * 100 = \text{"Percentage Uptime"}$ (as calculated by rounding to the second decimal point).
 - 5.3.2 Performance Credit:
 - (i) Where Percentage Uptime is greater than 99.5%, no Performance Credit will be due to the Customer.
 - (ii) Where Percentage Uptime is equal to or less than 99.5%, the Customer shall be due a Performance Credit in the amount of 5% of the Subscription Fees (as calculated on a quarterly basis for the Reporting Quarter) for each full 1% reduction in Percentage Uptime.
 - 5.3.3 Example calculation:
 - (i) (Assuming Reporting Quarter is February (41,760 minutes).
 - (ii) (Assuming Scheduled Downtime of 960 minutes).
 - (iii) (Scheduled Uptime equals 40,800 minutes (total minutes of 41,760 in February less 960 minutes of Scheduled Downtime)).
 - (iv) Assuming Actual Uptime of 40,000 minutes. A Percentage Uptime is calculated as follows: $(40,000 / 40,800) * 100 = 98.04\%$.
 - (v) The threshold of 99.5% less the Percentage Uptime of 98.04% = 1.46%.

- (vi) The difference is greater than a 1% reduction but is less than a 2% reduction; therefore, the Customer is due 5% of the Subscription Fees as a Performance Credit.

5.4 Platform Response Time Service Level

5.4.1 Service Level Standard: Transactions will have a Response Time of 2 seconds or less 100% of the time each Reporting Quarter during the periods for which the Pathfindr Software is available. Calculation: $((\text{Total Transactions} - \text{Total Transactions failing Standard}) / \text{Total Transactions}) * 100 = \text{"Percentage Response Time"}$ (as calculated by rounding to the second decimal point).

5.4.2 Performance Credit:

- (i) Where Percentage Response Time is greater than 95.00%, no Performance Credit will be due to the Customer.
- (ii) Where Percentage Response Time is equal to or less than 95.00%, the Customer shall be due a Performance Credit in the amount of 1% of the Subscription Fees (as calculated pro rata for the Reporting Quarter) for each full 1% reduction in Percentage Response Time.

5.4.3 Example Calculation:

- (i) Total Transactions during the Reporting Quarter equal 42,078.
- (ii) Total Transactions failing the Standard of 100% equal 2,163.
- (iii) Percentage Response Time is calculated as follows: $((42,078 - 2,163) / 42,078) * 100 = 94.86\%$.
- (iv) The threshold of 95.01% less the Percentage Response Time of 94.86% = .15%. The difference is less than a 1% reduction; therefore, the Customer is not due a Performance Credit.

5.5 Technical Support Problem Response Service Level

5.5.1 Service Level Standard: Problems shall be confirmed as received by Pathfindr 100% of the time each Reporting Quarter, in accordance with the Request Response Time associated with the Problem Severity Level.

5.5.2 Calculation: $((\text{Total Problems} - \text{Total Problems failing Standard}) / \text{Total Problems}) * 100 = \text{Percentage Problem Response}$ (as calculated by rounding to the second decimal point). Note: This Calculation must be completed for each Problem Severity Level.

5.5.3 Performance Credit:

- (i) Problem Severity Level 1 (as defined in paragraph 6.3 of Schedule 4): Where Percentage Problem Response is greater than 99.00%, no Performance Credit will be due to the Customer. Where Percentage Problem Response is equal to or less than 99.00%, the Customer shall be due a Performance Credit in the amount of 1% of the Subscription Fees (as calculated on a quarterly basis for the Reporting Quarter) for each full 1% reduction in Percentage Problem Response.
- (ii) Problem Severity Levels 2 or 3 (as defined in paragraph 6.3 of Schedule 4): No Performance Credits are applicable in respect of Request Response Times associated with Problem Severity Level 2 or Problem Severity Level 3.

5.5.4 The Customer acknowledges and agrees that the terms of this Schedule 6 relating to Performance Credits constitute a genuine pre-estimate of the loss or damage that the Customer would suffer as a result of Pathfindr's service delivery failure and are not intended to operate as a penalty for Pathfindr's non-performance.

SCHEDULE 3 – GENERAL PURCHASING TERMS

THIS SCHEDULE IS TO APPLY TO ALL CONTRACTS. IT IS INTEGRATED WITH OTHER SCHEDULES AND IS THEREFORE NOT A STANDALONE AGREEMENT AND MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE SCHEDULES.

1 Definitions and interpretation

1.0 In this Contract (except where the context otherwise requires) the following words and phrases shall have the following meanings:

"Authorised Users" means those employees, agents, independent contractors and end customers of, and any other individuals sponsored by, the Customer who are authorised by the Customer and Pathfindr to use any of the Software and whose number shall be unlimited;

"Business Day" means Monday to Friday excluding bank and public holidays in the UK;

"Business Hours" means 8am to 6pm UK time each Business Day;

"Confidential Information" means any commercial, technical, financial and other information of whatever nature and in whatever form of either Party, including information and documentation in or relating to research or requirements for goods or services, including IT systems, processes, Hardware, Software, Support Services, Documentation, pricing, business procedures, Intellectual Property Rights, know-how, scientific data, trade secrets, trading practices, assets, personnel, customers and suppliers, business or financial plans and financial projections whether such content and information is disclosed or supplied by either Party or their directors, employees, representatives, officers, agents or advisors to the other Party (whether before or after the date of this Contract) or directly or indirectly comes to the attention of the other Party and whether or not marked as "Confidential", "Proprietary" or otherwise and this definition expressly includes the existence of this Contract;

"Contract Year" means a period of 12 months beginning on the Effective Date or an anniversary of the Effective Date;

"Customer" means the person(s) identified as such on the front sheet;

"Customer Account Team" means the individuals appointed by the Customer from time to time who shall serve as Pathfindr's primary contacts for Pathfindr's activities under this Contract. The members of the Customer Account Team as at the Effective Date are listed on the front sheet. The issues for which these individuals will be primarily responsible are: i) purchase and renewal of Subscriptions; ii) purchase of Hardware; iii) engagement over trial installations; and iv) management of Authorised Users;

"Customer Data" means the data inputted by the Customer, Authorised Users, or Pathfindr on the Customer's behalf for the purpose of using the Software or facilitating the Customer's use of the Software together with the location and tracking data generated through the Customer's use of the Software;

"Customer Personal Data" means any of the Customer Data comprising Personal Data;

"Customer's Authorised Representative" means an authorised representative of the Customer with sufficient access levels to the relevant Subscription;

"Customer's Platform Admins" means the members of the Customer Account Team appointed in accordance with paragraph 5.1.8 of this Schedule. The Customer shall ensure at least two Customer Platform Admins have been appointed at any time. The Customer's Platform Admins as at the Effective Date are named on the front sheet and the issues for which the individuals shall be responsible for include: i) management of Authorised Users and permissions; ii) management of Hardware installation; iii) management of export control policies; and iv) general minor settings management;

"Delivery" means the completion of the unloading of the Hardware at the Delivery Location;

"Delivery Date" means the date on which Delivery is completed per paragraph 4.1 of Schedule 1;

"Delivery Location" means the location for Delivery as set out on the front sheet or as otherwise agreed subsequently between the Parties in writing;

"Documentation" means the help centre and online training documentation made available to the Customer by Pathfindr online via Pathfindr.io or such other web address notified by Pathfindr to the Customer from time to time which includes a description of and user instructions for the Software;

"Effective Date" has the meaning given on the front sheet;

"Force Majeure Event" means any circumstance not within Pathfindr's reasonable control including acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic (including the COVID-19 pandemic),

terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors, and/or interruption or failure of utility service;

"Hardware" means the Pathfinder Hardware and/or Zonr Hardware purchased or hired by the Customer, as identified on the front sheet, and the associated Hardware Accessories;

"Hardware Accessories" means the hardware accessories identified on the front sheet;

"Hardware Fee" means the fees payable by the Customer to Pathfinder for the supply of the Hardware, as identified on the front sheet;

"Initial Period" means the initial period set out on the front sheet;

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, Confidential Information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"Order" means the Customer's order for the Hardware, as set out in this Contract;

"Pathfinder Account Team" means the individuals appointed by Pathfinder from time to time who shall serve as the Customer's primary contacts for the Customer's activities under this Contract. The initial members of the Pathfinder Account Team are listed on the front sheet;

"Pathfinder Customer Support Manager" means the member of the Pathfinder Account Team appointed in accordance with paragraph 4.2 of this Schedule. The Pathfinder Customer Support Manager as at the Effective Date is named on the front sheet;

"Pathfinder Hardware" means Pathfinder Beacons, Pathfinder Detectors, Pathfinder GPS and other hardware described at Pathfinder.io;

"Pathfinder Software" means Pathfinder firmware and the Pathfinder Platform;

"Pathfinder Specification" means the specification of the Pathfinder Hardware, as set out at above and as may be updated from time to time;

"Performance Credits" means performance credits to be applied against the Subscription Fees pursuant to the Service Level Arrangements;

"Renewal Period" means the renewal period(s) set out in the front sheet and as operated pursuant to paragraph 6.2 of this Schedule;

"Service Level Arrangements" means the service level arrangements set out in paragraph 5 of Schedule 2 in respect of the Pathfinder Software and paragraph **Error! Reference source not found.** of Schedule 3 in respect of the Zonr Software;

"Software" means the Zonr Software and/or Pathfinder Software, as identified on the front sheet, as provided by Pathfinder and as updated from time to time;

"Specification" means the Zonr Specification or Pathfinder Specification;

"Subscription" means the subscription for access to and use of the Software, as identified on the front sheet;

"Subscription Fee" means the fees payable by the Customer to Pathfinder for the supply of the Subscription, as identified on the front sheet;

"Subscription Start Date" means the date on which that Subscription commences, which shall be the date on which the Hardware to which that Subscription relates is delivered to the Customer;

"Support Desk" means Pathfinder's support portal in relation to the Hardware and Software as made available at www.zonr.com for Zonr or or such other website address as may be notified to the Customer from time to time and which is provided by a third party provider and hosted externally to ensure availability and which the Customer uses to raise support tickets as more fully set out in paragraph 7 of this Schedule;

"Support Services" means any error corrections, updates and upgrades that Pathfindr may provide or perform with respect to the Hardware and/or Software, as well as any other support or training services provided to the Customer under this Contract, including support provided through the Support Desk.

"Term" has the meaning given in paragraph 6.1 of this Schedule.

"Web Portal" means the portal through which Authorised Users access the Software; and

"Zonr Hardware" means Zonr Bases, Zonr Sensors and Zonr Tags described at zonr.com;

"Zonr Software" means Zonr firmware and the Zonr Platform; and

"Zonr Specification" means the specification of the Zonr Hardware, as set out at Zonr.com and as may be updated from time to time.

- 1.1 Capitalised terms defined above shall apply to all other schedules comprising this Contract.
- 1.2 Headings are for convenience only and shall be ignored when interpreting this Contract.
- 1.3 A reference to this Contract is a reference to this Contract as varied from time to time.
- 1.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, descriptions, definitions, phrases or terms following those terms.
- 1.5 Any obligation on a Party not to do something includes an obligation not to allow, permit or fail to prevent that thing to be (or from being) done.
- 1.6 Terms used relating to **data privacy/ protection** (but not separately defined) such as **personal data, data processor** and **data subject**, shall have the meaning(s) given to them in applicable Data Protection Laws.

2 Basis of contract

- 2.1 The Customer's Order constitutes an offer by the Customer to purchase and/or hire the Hardware and/or purchase a Subscription for the Software specified on the front sheet in accordance with the terms and conditions of this Contract. The Order shall only be deemed to be accepted when Pathfindr countersigns the front sheet, at which point this Contract is entered into by both parties.
- 2.2 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with this Contract.
- 2.3 Any samples, drawings, descriptive matter or advertising issued by Pathfindr and any illustrations or descriptions of the Hardware and/or Software contained in or on Pathfindr's catalogues, brochures and/or website are issued or published for the sole purpose of giving an approximate idea of the Hardware and/or Software described in or on them. They shall not form part of this Contract nor have any contractual force.
- 2.4 Any quotation for the Hardware and/or a Subscription for the Software given by Pathfindr shall not constitute an offer. A quotation shall only be valid for a period of 21 Business Days from its date of issue.

3 Status of the parties

- 3.1 This Contract is intended to be a supplier-customer relationship. Nothing is intended, or shall be deemed, to establish any partnership, agency or joint venture between the parties at any time and neither Party is entitled or authorised, at any time, to:
 - 3.1.1 make or enter into any commitments for, or on behalf of, the other (except where expressly provided);
 - 3.1.2 represent itself as the other Party's agent for any purpose;
 - 3.1.3 pledge the other Party's credit; or
 - 3.1.4 otherwise incur any liability on the other Party's behalf.

4 Pathfindr's obligations

- 4.1 Pathfindr undertakes that the Software will be provided with reasonable skill and care.
- 4.2 Pathfindr shall appoint the Pathfindr Customer Support Manager, who shall have the authority to contractually bind Pathfindr on all matters relating to this Contract. Pathfindr shall use reasonable endeavours to ensure continuity of the Pathfindr Customer Support Manager, but has the right to replace them from time to time where reasonably necessary in the interests of Pathfindr's business.

- 4.3 This Contract shall not prevent Pathfindr from entering into similar agreements with third parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Contract.

5 Customer's obligations

- 5.1 The Customer shall:
- 5.1.1 carry out all its responsibilities and obligations under this Contract in accordance with due skill, care, diligence and best practice in the relevant industry;
 - 5.1.2 provide Pathfindr with:
 - (i) all necessary co-operation in relation to this Contract; and
 - (ii) all necessary access to such information as may be required by Pathfindr in order to provide the Software, including Customer Data and security access information;
 - 5.1.3 comply with all applicable laws and regulations with respect to its activities under this Contract;
 - 5.1.4 ensure that the Authorised Users use the Software and the Documentation in accordance with the terms and conditions of this Contract and shall be responsible for any Authorised User's breach of this Contract;
 - 5.1.5 provide such personnel assistance, including from the Customer Account Team and other Customer personnel, as may be reasonably requested by Pathfindr from time to time;
 - 5.1.6 not act, fail to act or prevent in any way that may bring Pathfindr into disrepute, otherwise damage any goodwill or reputation associated with Pathfindr or Pathfindr's products and related services;
 - 5.1.7 inform Pathfindr in writing immediately of any changes in the Customer's ownership or change of control (within the meaning of section 1124 of the Corporation Tax Act 2010) and of any change in the Customer's organisation or method of doing business which might affect the performance of the Customer's duties under this Contract, setting out relevant details in connection with the same
 - 5.1.8 appoint the Customer's Platform Admins, who shall have the authority to contractually bind the Customer on all matters relating to this Contract. The Customer shall use reasonable endeavours to ensure continuity of the Customer's Platform Admins; and
 - 5.1.9 carry out all other Customer responsibilities set out in this Contract in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Pathfindr may adjust any timetable or delivery schedule set out in this Contract as reasonably necessary.
- 5.2 The Customer shall not (and shall not procure any employee, agent, subcontractor or other third party to) analyse, attempt to modify or reverse-engineer the Software.

6 Term and Termination

- 6.1 This Contract shall commence on the Effective Date and shall continue for the Initial Period (as stated on the front sheet) and any Renewal Period in accordance with paragraph 6.2 ("**Term**").
- 6.2 Following the expiry of the Initial Period, and subject to the Customer's compliance with the terms and conditions of this Contract, this Contract shall automatically renew for the duration of a Renewal Period specified on the front sheet (if any) and (where applicable) subsequent Renewal Periods of equal duration, unless:
- 6.2.1 Pathfindr notifies the Customer in writing at least 30 days prior to the expiry of the Initial Period or each Renewal Period; or
 - 6.2.2 the Customer notifies Pathfindr in writing at least 180 days prior to the expiry of the Initial Period or each Renewal Period,
- in which case this Contract shall terminate upon expiry of the applicable Initial Period or Renewal Period.
- 6.3 This Contract may be terminated in its entirety immediately by either Party if the other Party:
- 6.3.1 commits a material or persistent breach of any term of this Contract and that breach (if capable of remedy) is not remedied within 30 days of written notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating Party shall be entitled to terminate this Contract with immediate effect); or

- 6.3.2 is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation shall be bound by and assume that party's obligations hereunder) or any similar or analogous event occurs in respect of that Party.
- 6.4 Without limiting its other rights or remedies, Pathfindr may:
- 6.4.1 suspend provision of the Software, including access to the Web Portal and use of the Software, under this Contract or any other contract between the Customer and Pathfindr if the Customer becomes subject to any of the events listed in paragraph 6.3.2 of this Schedule, or Pathfindr reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment;
- 6.4.2 terminate this Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 6.5 Upon termination or expiry of this Contract:
- 6.5.1 the Customer shall immediately pay to Pathfindr:
- (i) all Pathfindr's outstanding and undisputed invoices and interest and, in respect of Hardware and/or Software supplied but for which no invoice has been submitted, Pathfindr shall submit an invoice, which shall be payable by the Customer immediately on receipt; and
 - (ii) any costs and expenses incurred by Pathfindr in recovering Hardware pursuant to paragraph 6.5.3 of this Schedule or in collecting any sums due from the Customer under this Contract (including any storage, insurance, repair, transports, legal and remarketing costs);
- 6.5.2 all licences granted under this Contract shall immediately terminate and the Customer shall immediately cease, and procure that any relevant Authorised Users cease, all use of and access to the Software and Documentation;
- 6.5.3 where any Hardware has been leased to the Customer under this Contract, the Customer shall arrange for Pathfindr to collect the leased Hardware from the Customer's premises at an agreed time on or around the date on which this Contract terminates or expires and Pathfindr may, by its authorised representatives, without notice and at the Customer's expense, retake possession of that Hardware and for this purpose may enter any premises at which the Hardware is located;
- 6.5.4 Pathfindr may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with paragraph 4.4 of Schedule 5, unless Pathfindr receives, no later than ten days after the effective date of the termination, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Pathfindr shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Pathfindr in returning or disposing of Customer Data.
- 6.6 In the event of termination of this Contract by the Customer pursuant to paragraph 6.3 of this Schedule, Pathfindr shall make a pro rata refund of the Subscription Fee to the Customer (if any Subscription Fee was paid by the Customer). No such refund shall be payable in the event of termination by Pathfindr pursuant to paragraph 6.3 of this Schedule.
- 6.7 Termination of this Contract, however arising, shall not affect any Party's rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.
- 6.8 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract shall remain in full force and effect.
- 7 Support Services**
- 7.1 Pathfindr shall, at no additional cost to the Customer, provide the Customer with access to the applicable Support Services in accordance with this paragraph 7, pursuant to the Hardware and/or Software purchased by the Customer, as identified on the front sheet. Pathfindr shall not be obliged to supply any

Support Services which relate solely to Hardware or Software not purchased by the Customer. Pathfinder may amend its provision of Support Services in its sole and absolute discretion from time to time.

7.2 Training:

7.2.1 Pathfinder shall make training documents available via the online help centre.

7.2.2 Additional training support, including initial training, is outside the scope of the Support Services and may be purchased from Pathfinder at a price calculated in accordance with Pathfinder's standard rate as Pathfinder shall otherwise notify to the Customer.

7.3 Maintenance events:

7.3.1 Maintenance of the Software that may require interruption of the Software ("**Maintenance Events**") shall not be performed during Business Hours.

7.3.2 Pathfinder may interrupt the Software:

(i) to perform emergency maintenance during the daily window of 8.00pm to 2.00am UK time; or

(ii) outside Business Hours for unscheduled maintenance, provided that it has used reasonable endeavours to give the Customer at least six Business Hours' advance notice.

7.3.3 Any Maintenance Events which occur during Business Hours, and which were not requested or caused by the Customer, shall be considered downtime for the purpose of service availability measurement. Pathfinder shall at all times endeavour to keep any service interruptions to a minimum.

7.4 Maintenance:

7.4.1 Maintenance includes all regularly scheduled error connections, Software updates and those upgrades limited to improvements to features described in the services specification set out in Specification.

7.4.2 Pathfinder shall maintain and update the Software at its discretion, from time to time during the Term. Should the Customer determine that the Software includes a defect, the Customer at any time file error reports. During maintenance periods, Pathfinder may, at its discretion, upgrade versions, install error corrections and apply patches to the Software. Pathfinder shall use all reasonable endeavours to avoid unscheduled downtime for Software maintenance.

7.4.3 Hardware shall be maintained by Pathfinder for the duration of the Warranty Period set out at paragraph 7 of Schedule 1, and thereafter Pathfinder shall replace at the Customer's cost any Hardware which exhibits sub-optimal performance or is fault, as required.

7.5 Technical Support Services:

7.5.1 In this paragraph 7.5 only, the following the following words and phrases shall have the following meanings:

(i) "**Investigation Lead Time**" means the maximum period of time commencing on the submission of a Request and accrued during Business Hours before commencement of resolution. For the avoidance of doubt, any period of Investigation Lead Time shall cease at the end of Business Hours on each Business Day and shall resume at the commencement of Business Hours on the next Business Day.

(ii) "**Request Response Time**" means the maximum period of time between the Requestor making a Request and the Technical Support staff acknowledging the Request.

(iii) "**Request Resolution Time**" means the maximum period of time between the submission of a Request and the resolution of the Request so that use of the relevant functionality is restored whether by implementation of a patch, update or fix or identification of an appropriate workaround or otherwise.

(iv) "**Request**" means a request for Technical Support submitted by the Customer's Platform Admins in accordance with paragraph 7.5.3 of this Schedule.

7.5.2 Pathfinder shall provide the Customer with technical support services during Business Hours ("**Technical Support**").

- 7.5.3 The Customer's Platform Admins may make a Request for Technical Support ("**Requestor**") and shall do so via the Support Desk and the Technical Support staff shall assign to each Request the Problem Severity Level (as defined herein) indicated by the Requestor. Pathfindr shall use reasonable endeavours to process Requests, issue tickets with tracking numbers, if necessary, determine the source of the problem and respond to the Customer or the relevant Requestor. The Support Desk ticketing system is hosted externally to the main Software, to ensure availability. The Support Desk shall respond to all Requestors within the time periods specified at paragraph 7.5.5 of this Schedule, according to priority.
- 7.5.4 The Customer shall be responsible for providing first line support to its end customers and shall use all reasonable endeavours to resolve end customer support requests itself. In the event that the Customer is unable to resolve an end customer support request itself it may escalate the support request to Pathfindr and Pathfindr shall manage that support request in accordance with the standard Request procedure detailed in this paragraph 7.5. Pathfindr reserves the right to refuse a Request where the subject matter of a Request is covered in the training materials available via Pathfindr.io. Where multiple Requests have been raised by Pathfindr pursuant to this paragraph 7.5.4 in respect of a single issue, Pathfindr shall be entitled to require that the Customer undertake training to enable it to resolve future requests as part of its first line response service and shall provide such training at the Customer's cost calculated in accordance with Pathfindr's standard rate card as Pathfindr shall otherwise notify to the Customer. The Customer and Pathfindr shall each use reasonable endeavours to ensure that such training is delivered within a reasonable period and Pathfindr shall procure attendance by all relevant employees, agents and contractors.
- 7.5.5 Technical Support Problem Severity Levels:
- (i) Problem Severity Level 1 (Critical): This Problem Severity Level is associated with:
 - (a) Software, as a whole, are non-functional or are not accessible; (b) unauthorised exposure of all or part of the Customer Data; or (c) loss or corruption of all or part of the Customer Data.
 - (A) Request Response Time: 6 hours;
 - (B) Investigation Lead Time: 10 Business Hours;
 - (C) Request Resolution Time: 20 Business Hours.
 - (ii) Problem Severity Level 2 (Medium): This Problem Severity Level is associated with significant and/ or ongoing interruption of an Authorised User's use of a critical function (as determined by the Authorised User) of the Software and for which no acceptable (as determined by the Authorised User) work-around is available.
 - (A) Request Response Time: 12 hours;
 - (B) Investigation Lead Time: 48 Business Hours;
 - (C) Request Resolution Time: 60 Business Hours.
 - (iii) Problem Severity Level 3 (Minor): This Problem Severity Level is associated with:
 - (a) minor, cosmetic and/ or limited interruption of an Authorised User's use of a non-critical function (as determined by the Authorised User) of the Software; or,
 - (b) problems which are not included in Problem Severity Levels 1 or 2.
 - (A) Request Response Time: 16 hours;
 - (B) Investigation Lead Time: 50 Business Hours;
 - (C) Request Resolution Time: 100 Business Hours.
- 7.5.6 Problem Severity Level 1 (Critical) Response and Resolution: Within the Request Response Time of such a request, Pathfindr shall confirm to the Requestor receipt of the Request. If a Problem Severity Level 1 request cannot be corrected to the reasonable satisfaction of the Requestor within the Request Resolution Time after the Requestor makes the initial request for Technical Support, Pathfindr will:
- (i) immediately escalate the Request to Pathfindr's Managing Director or Chief Technical Officer;
 - (ii) take and continue to take the actions which will most expeditiously resolve the Request;

- (iii) provide an hourly report in each Business Hour from the point of escalation until resolution to the Requestor of the steps taken and to be taken to resolve the Request, the progress to correct, and the estimated time of correction until the Request is resolved; and
 - (iv) provide 'concurrent hours' of support until the Request is resolved.
- 7.5.7 Problem Severity Levels 2 (Medium) and 3 (Minor) Response and Resolution: Within the Request Response Time of such a Request, Pathfindr shall confirm to the Requestor receipt of the Request. If a Problem Severity Level 2 or 3 Request cannot be corrected to the reasonable satisfaction of the Requestor within the Request Resolution Time after the Requestor makes the initial request for Technical Support, the Requestor and Pathfindr will mutually agree upon a schedule within which to resolve the Request.

8 Payment

- 8.1 The Customer shall pay each invoice submitted by Pathfindr:
- 8.1.1 within 28 days of the date of the invoice; and
 - 8.1.2 in full and in cleared funds to a bank account nominated in writing by Pathfindr.
- 8.2 Time for payment by the Customer shall be of the essence of this Contract.
- 8.3 All amounts payable by the Customer under this Contract are exclusive of amounts in respect of value added tax and any other tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under this Contract by Pathfindr to the Customer, the Customer shall, on receipt of a valid VAT invoice from Pathfindr, pay to Pathfindr such additional amounts in respect of VAT as are chargeable on the supply of the Software at the same time as payment is due for the supply of the Software.
- 8.4 If the Customer fails to make a payment due to Pathfindr under this Contract by the due date, then, without limiting Pathfindr's remedies under paragraph 6 of Schedule 4, the Customer shall pay interest on the overdue sum at the rate as set out under the Late Payment of Commercial Debts (Interest) Act 1998 from time to time and such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment and the Customer shall pay the interest together with the overdue amount.
- 8.5 All amounts due under this Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

9 Intellectual Property Rights

- 9.1 The Customer acknowledges that all Intellectual Property Rights in the Hardware, Software, Support Services and Documentation belong to Pathfindr or Pathfindr's licensors, and that they are Pathfindr's proprietary rights. Nothing in this Contract shall have the effect of transferring any Intellectual Property Rights in the Hardware, Software, Support Services or Documentation to the Customer.
- 9.2 All website software and content operated by us is owned by us. Each of Pathfindr and Zonr are trademarks registered to us.
- 9.3 Unless otherwise agreed between the parties or expressly provided in this Contract, neither Party shall, by virtue of entering into this Contract, obtain or acquire any right title or interest to or in the Intellectual Property Rights owned by, or licensed to, the other Party and/or its licensors.
- 9.4 Each Party warrants to the other Party that its Intellectual Property Rights do not, so far as it is aware, infringe the rights of any third party and none of its Intellectual Property Rights are the subject of any actual or, so far as it is aware, threatened challenge, opposition or revocation proceedings.
- 9.5 Pathfindr hereby grants to the Customer a non-exclusive, worldwide right and licence to use Pathfindr's Intellectual Property Rights as far as is necessary in order that the Customer may utilise the Hardware, Software, Support Services and Documentation in accordance with the terms of this Contract.
- 9.6 The Customer hereby grants to Pathfindr a royalty-free, non-exclusive, worldwide right and licence to use the Customer's Intellectual Property Rights as far as is necessary in order that Pathfindr may provide the Hardware, Software, Support Services and Documentation under the terms of this Contract.
- 9.7 Nothing in this Contract shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business, to the extent that it does not result in a disclosure of the other Party's Confidential Information or an infringement of any Intellectual Property Rights of the other Party or any third party.

- 9.8 Each Party shall promptly give written notice to the other Party of any actual, threatened or suspected infringement of the other Party's Intellectual Property Rights of which it becomes aware.
- 9.9 Subject to paragraphs 9.10, 9.11 and 9.12 of this Schedule, in the event of any claim being brought against the Customer that its normal use, possession or receipt of the Hardware, Software, Support Services or the Documentation in accordance with this Contract infringes the Intellectual Property Rights of a third party (a "**Claim**"), Pathfindr shall indemnify the Customer against any damages that are awarded to be paid to any such third party in respect of such Claim, provided that the Customer:
- 9.9.1 as soon as reasonably practicable notifies Pathfindr in writing of any such Claim of which it becomes aware;
 - 9.9.2 does not make any admission as to liability or compromise or agree any settlement of the Claim without the prior written consent of Pathfindr (not to be unreasonably withheld or delayed), or otherwise prejudice Pathfindr's or any other third party's defence of such Claim;
 - 9.9.3 gives Pathfindr, or such person as Pathfindr shall direct, immediate and complete control of the conduct or settlement of all negotiations and litigation arising from the Claim; and
 - 9.9.4 upon payment of its reasonable costs, gives Pathfindr, and other third parties as Pathfindr directs, all reasonable assistance with the conduct or settlement of all negotiations and litigation arising from the claim.
- 9.10 If a claim is brought, Pathfindr shall have the right in its absolute discretion and all its own expense:
- 9.10.1 to procure the right for the Customer to continue using the relevant Hardware, Software, Support Services and/or Documentation in accordance with the terms of this Contract; or
 - 9.10.2 to make such alterations, modifications or adjustments to the relevant Hardware, Software, Support Services and/or Documentation so that they become non-infringing.
- 9.11 If Pathfindr is unable to resolve a Claim by taking one of the actions under paragraph 9.10 of this Schedule, Pathfindr shall have the right to terminate this Contract upon repayment to the Customer of the Subscription Fee on a pro rata basis and such right shall be the Customer's sole and exclusive remedy under this Contract in respect of any such Claim.
- 9.12 The indemnity provided under paragraph 9.9 of this Schedule shall not apply in respect of any Claim caused by:
- 9.12.1 any configurations or modifications made to the Hardware, Software, Support Services or Documentation by the Customer or on the Customer's behalf (other than by Pathfindr);
 - 9.12.2 the Customer's use of the Hardware, Software, Support Services or Documentation in combination with any third party software, components, environment or platform; or
 - 9.12.3 the Customer's failure to use any new or correct version of the Hardware, Software, Support Services or Documentation made available by Pathfindr.
- 9.13 In the event of any claim attributable to the use, possession or receipt by the Customer of the Hardware, Software, Support Services or Documentation other than in accordance with this Contract, the provisions of paragraphs 9.4 and 9.9 to 9.11 shall not apply and Customer shall indemnify Pathfindr against all liabilities, costs and expenses which Pathfindr may incur as a result of such claim.
- 9.14 The Customer shall not do, or authorise any third party to do nor fail to prevent any third party from doing (where possible), any act which would or might invalidate or be inconsistent with any of Pathfindr's Intellectual Property Rights and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect.
- 9.15 The Customer shall not, and shall ensure that the Authorised Users shall not, copy the whole or any part of the Documentation, and shall not remove any trade mark, copyright or proprietary notices from the Documentation.

10 Confidentiality

- 10.1 Subject to paragraph 10.3 of this Schedule, neither Party shall at any time after the Effective Date:
- 10.1.1 divulge or communicate to any person, company, business entity or other organisation;
 - 10.1.2 use for its own purposes or for any purposes other than those of the other Party; or
 - 10.1.3 through any failure to exercise due care and diligence, cause any unauthorised disclosure of,

any Confidential Information relating to the other Party provided that these restrictions shall cease to apply to any such information which shall become available to the public generally otherwise than through a breach of a duty of confidentiality owed to the other Party and further provided that neither Party shall be restricted from disclosing the Confidential Information or any part of it pursuant to a judicial or other lawful government order, but only to the extent required by such order and subject to the Party obliged to comply with such order giving the other Party as much notice of the terms of the order as may be reasonably practicable.

- 10.2 Nothing in this paragraph 10 shall prevent either Party from using the other Party's Confidential Information or disclosing the same to its employees, officers, representatives and advisors to the extent necessary for purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Contract. Each Party shall ensure that its employees, officers, representatives and advisors to whom it discloses the other Party's Confidential Information comply with this paragraph 10.
- 10.3 No Party shall make, or shall permit any person to make, any public announcement concerning this Contract without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed) except in the case of the permitted disclosures in paragraph 10.1 of this Schedule.
- 10.4 Notwithstanding this paragraph 10, the Customer agrees that Pathfindr may publicly name the Customer as a user of the Hardware and/or Software on its website and within such marketing or promotional documents as Pathfindr shall consider desirable.
- 10.5 This paragraph 10 shall survive termination of this Contract howsoever arising.

11 Warranties

- 11.1 Pathfindr warrants that it will provide the Support Services using reasonable care and skill and the Customer's sole remedy against Pathfindr for any failure to do so shall be to require Pathfindr to use reasonable endeavours to correct such failure in accordance with paragraph 6.3 of this Schedule.
- 11.2 The warranty at paragraph 11.1 in this Schedule shall not apply to the extent of any non-conformance which is caused by use of the Hardware, Software or Support Services contrary to Pathfindr's instructions, or modification or alteration of the Hardware, Software, Support Services by any party other than Pathfindr or Pathfindr's duly authorised contractors or agents.
- 11.3 Pathfindr:
 - 11.3.1 does not warrant that the Customer's use of the Hardware, Software or Support Services will be uninterrupted or error-free; or that the Hardware, Software, Support Services, Documentation and/or the information obtained by the Customer through the Hardware, Software or Support Services will meet the Customer's requirements; and
 - 11.3.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Hardware, Software, Support Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 11.4 Except as expressly set out in this Contract, all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealings or otherwise (including as to quality, performance or fitness or suitability for purpose) in respect of the Hardware, Software, Support Services and the Documentation are hereby excluded to the fullest extent permissible by law.
- 11.5 This paragraph 11 shall survive termination of this Contract howsoever arising.

12 Limitation of Liability

- 12.1 Declarations:
 - 12.1.1 The Zonr Hardware is an aid designed to help alert operatives and operators when a 'plant red zone' incursion occurs. It also processes Customer Data to help with health and safety monitoring on-site. It is not designed as, or intended to be, a substitute for compliance with health and safety regulations, nor does it replace thorough safety training, systems, and processes that must be put in place by organisations and their staff to mitigate the risk of people and plant accidents. The Customer should therefore incorporate it into its health and safety compliance but must not rely on it to meet proximity safety requirements.
 - 12.1.2 The Pathfindr Hardware is an end-to-end technology solution designed to track, monitor and measure assets in doors and out. It is not designed as, or intended to be, a substitute for compliance with health and safety regulations, nor does it replace thorough safety

training, systems, and processes that must be put in place by organisations and their staff to mitigate the risk of people and plant accidents. The Customer should therefore incorporate it into its health and safety compliance but must not rely on it to meet proximity safety requirements.

- 12.2 Nothing in this Contract shall exclude or restrict the liability of either Party to the other for:
- 12.2.1 death or personal injury cause by its negligence, or that of its employees, agents or sub-contractors (as applicable);
 - 12.2.2 fraud or fraudulent misrepresentation; or
 - 12.2.3 any other act, omission, or liability which may not be limited or excluded by law.
- 12.3 Subject to provisions of paragraphs 12.2, 12.4 and 12.5 of this Schedule, the liability of Pathfindr to the Customer for direct loss in contract, tort or otherwise arising out of, or in connection with, this Contract or the Customer's use of the Hardware, Software and Support Services shall be limited in respect of all claims during a Contract Year to the greater of:
- 12.3.1 £10,000; and
 - 12.3.2 the Subscription Fee and Hardware Fee paid or payable by the Customer during the relevant Contract Year.
- 12.4 Subject to the provisions of paragraph 12.2 of this Schedule, in no circumstances shall Pathfindr be liable to the Customer whether in contract, tort, negligence, breach of statutory duty or otherwise in respect of:
- 12.4.1 loss of profits, anticipated savings, revenue, goodwill or business opportunity;
 - 12.4.2 loss or corruption of or cost of restoration of data (including Customer Data) for use of any results obtained by use of the Hardware, Software and/or Support Services; or
 - 12.4.3 any incidental, indirect, special, consequential, financial or economic loss or damage, costs or expenses;
- whatever or however arising out of or in connection with this Contract for the Customer's use of the Hardware, Software or Support Services.
- 12.5 The Service Level Arrangements state the Customer's full and exclusive right and remedy, and Pathfindr's only obligation and liability in respect of, the performance and/or availability of the Hardware and/or Software or their non-performance and non-availability.
- 12.6 Subject to paragraph 12.2 of this Schedule, in addition to all other liabilities under this Contract, the Customer shall be specifically liable to Pathfindr for all payments due to Pathfindr under this Contract, together with any interest and costs that may be payable at any time.
- 12.7 The payments due under this Contract have been negotiated and agreed on the basis that the parties may exclude or limit their liability to each other as set out in this Contract. The parties each confirm that they will themselves bear or insure against any loss for which the other Party has limited or excluded liability under this Contract.
- 12.8 Pathfindr does not give any guarantee or warranty to the Customer that the Hardware or Software offer comparable or similar specifications to other manufacturers' products that may be similar to them.
- 12.9 This paragraph 12 shall survive termination of this Contract howsoever arising.

13 Force Majeure Event

- 13.1 Provided it has complied with paragraph 13.2.1 of this Schedule, if Pathfindr is prevented, hindered, or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event, Pathfindr shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 13.2 Pathfindr shall:
- 13.2.1 as soon as reasonably practicable after the start date of the Force Majeure Event, notify the Customer of the Force Majeure Event and the date on which it started; and
 - 13.2.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

13.3 If the Force Majeure Event prevents, hinders or delays Pathfindr's performance of its obligations for a continuous period of more than 30 Business Days, Pathfindr may terminate this Contract immediately on written notice to the Customer.

14 General

14.1 The failure or delay of Pathfindr to exercise or enforce any right under this Contract shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

14.2 Neither Party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, including strikes, failure of a utility service or transport or telecommunications network or the internet, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors. In such circumstances the affected Party shall be entitled to a reasonable extension of the time for performing such obligations, provided that if the period of delay or non-performance continues for three (3) months, the Party not affected may terminate this Contract by giving thirty (30) days' written notice to the other Party.

14.3 This Contract constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Contract and supersedes, cancels and replaces all prior agreements, licences, negotiations and discussions between the parties relating to it. The Customer confirms and acknowledges that it has not been induced to enter into this Contract by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Contract purports to exclude liability for any fraudulent statement or act.

14.4 No variation of this Contract shall be valid unless it is in writing and signed by an authorised representative of each of the parties.

14.5 The Customer shall not be entitled to assign this Contract nor any of its rights or obligations hereunder.

14.6 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract, and nothing in this Contract shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Contract or operate to give any third party the right to enforce any term of this Contract.

14.7 This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

14.8 If any provision of this Contract shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Contract and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Contract which will remain in full force and effect.

14.9 Notice given under this Contract shall be in writing, sent for the attention of the person signing this Contract and to the address given on the front sheet (or such other address or person as the relevant Party may notify to the other Party) and, subject to paragraph 14.11 of this Schedule, shall be delivered either personally, by courier, by pre-paid, first-class post or by recorded delivery.

14.10 A notice is deemed to have been received:

14.10.1 if delivered personally, at the time of delivery;

14.10.2 in the case of pre-paid first class post, recorded delivery or courier, 48 hours from the date of posting.

If deemed receipt under this paragraph 14.10 is not within Business Hours the notice will be deemed to be received at the commencement of normal Business Hours, on the first Business Day following delivery. To prove service of notice, it is sufficient to prove that the envelope containing the notice was properly addressed and posted or handed to the courier.

14.11 A notice may be served by email and if no "out of office auto-reply" is received by the sender within one hour of transmission the notice will be deemed to have been delivered:

14.11.1 on the same Business Day if transmitted prior to 5:00pm on a Business Day in the recipient's time zone; or

14.11.2 on the next Business Day if transmitted at or after 5:00pm in the recipient's time zone.

14.12 The email addresses for service of any notices under paragraph 14.11 of this Schedule are as set out on the front sheet until such time as either Party notifies the other in writing of any change.

- 14.13 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 14.14 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 4 – DATA PROTECTION

THIS SCHEDULE IS TO APPLY WHENEVER THE SOFTWARE IS LICENSED TO YOU. IT IS INTEGRATED WITH OTHER SCHEDULES AND IS THEREFORE NOT A STANDALONE AGREEMENT AND MUST BE READ IN CONJUNCTION WITH ALL OTHER APPLICABLE SCHEDULES.

PART A

1 **Definitions**

1.0 These data processing terms apply to your use of the Software as we process personal data on your behalf in connection with your use of, and access to Zonr or Pathfindr (as applicable) through the Web Portal and our hosting of each of them. These terms contain details of the scope, nature and purpose of the processing of personal data, including the duration, types of personal data and relevant data subjects: it does not relieve, remove or replace any Party's obligations under Data Protection Laws.

1.1 In this Schedule 5:

Data Protection Laws refers, collectively, to any applicable laws relating to the processing of personal data and privacy, and specifically including the:

- (a) UK GDPR;
- (b) DPA 2018; and
- (c) EU GDPR (to the extent it remains applicable to any personal data processed under this Contract);

EU GDPR stands for the EU General Data Protection Regulation (2016/679);

ICO stands for the Information Commissioner's Office; and

UK GDPR refers to Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.

1.2 Terms used relating to data privacy/protection (but not separately defined) such as **personal data**, **data processor** and **data subject**, shall have the meaning(s) given to them in applicable Data Protection Laws.

2 **General compliance**

2.0 In general terms, for the purposes of compliance with Data Protection Laws when we process any personal data in connection with the Software on your behalf, we agree to comply with the provisions of these terms and to take such internal processing steps as are necessary to comply with Data Protection Laws.

2.1 For the purposes of Data Protection Laws, in operating and hosting the Software we will be a data processor on your behalf. As we are providing the Software for use by you and your nominated Authorised Users, and hosting the Software which contain data relating to your Authorised Users, you will be a data controller and we will act as a processor on your behalf.

2.2 We agree that we will not process personal data on your behalf other than as set out in these terms, or in accordance with your written instructions (to the extent such instructions are compliant with Data Protection Laws).

2.3 We may revise these terms at any time on 30 days' written notice to you where necessary to comply with Data Protection Laws, ICO guidance or where the contemplated personal data processing changes.

2.4 If we change the way in which we process your personal data at any time during the Term, we shall notify you promptly in writing before implementing the change, setting out details of, and reasons for, the proposed change and the affected personal data so that we can assess whether any changes are necessary to this contract before approval.

2.5 To enable us to comply with our obligations under Data Protection Laws, and in accordance with this Contract, you must ensure that all personal data belonging to Authorised Users that is transferred to us by you is complete, accurate and up-to-date. You must further ensure that each relevant Authorised User has been made aware of sufficient information to enable the fair, transparent and lawful processing of personal data to enable you to enter into this Contract and access the Web Portal.

2.6 Each Party respectively agrees to designate its own data protection officer if required by Data Protection Law.

3 Processing restrictions

3.0 Specific details of the personal data we process is contained in Part B to this Schedule 5. Further information about how we process your personal data is also set out in our privacy policy available on our website.

3.1 We agree to implement and maintain suitable technical and organisational security measures to protect against any unauthorised or unlawful processing of personal data, and against the accidental loss or destruction of, or damage to, that personal data (appropriate to the nature, volume and sensitivity of the relevant data) at all times that such data is within our possession or control.

3.2 We store, host and otherwise access all personal data in connection with the Software, and we host the Software from Cloud-based servers and datacentres located within the UK.

3.3 We reserve the right to anonymise any personal data we collect and process on your behalf for our own purposes at any time.

4 Mutual co-operation

Each Party agrees to:

4.0 assist the other Party in responding to any request from a data subject, or any investigation, notice or complaint by the ICO in connection with any personal data processed in connection with this Contract;

4.1 collaborate with the other in connection with completing any data protection impact assessment that may be required by Data Protection Laws or ICO guidance;

4.2 notify the other within 36 hours of discovery of any breach (however minor) that may affect the security or integrity of any of the personal data processed in connection with the Hardware, Software and/or Support Services;

4.3 notify the other if they receive (at any time) a data subject access request (or any request, complaint or communication) from Authorised User relating to personal data processed by us, or any communication from the ICO in connection with Web Portal access; and

4.4 transfer, delete or return (as requested) any personal data (including any backup or archived data) to the other within an agreed period of the expiry of the Term, or as soon as such data is no longer needed (other than as required to be retained under section 6). Where you do not notify us under this sub-section 4.4 prior to the expiry of your Subscription, we shall notify you and all personal data shall be securely deleted, including any data held by us on our systems.

5 Data backups

Unless we otherwise agree or confirm in writing, we maintain regular, up to date backups of all of your personal data in connection with the Software for the Term.

6 Records maintenance

We shall maintain complete, accurate and up-to-date records to be able to demonstrate our compliance with the requirements of these terms and Data Protection Laws for the Term and for at least 12 months following the expiry of your Subscription.

7 Sub-processors

7.0 We will not sell, distribute or lease your personal information to third parties. Where we appoint a third party to process all or any part of the personal data that we process in connection with the Software, we shall notify you setting out details of the relevant third party, the personal data they will access and the reasons for their appointment. You may object to their appointment if necessary, and we encourage you to notify us in writing in these circumstances. Objecting to any third party appointment may mean that you are unable to make optimum use of the Software.

7.1 Where any sub-processor is appointed in accordance with these terms, we shall attempt to agree to enter into a written agreement with the sub-processor which substantially gives effect to the provisions of this Schedule 5 (Parts A and B) and the minimum requirements stipulated by Article 28 of the EU GDPR.

7.2 We shall provide you with any additional information you reasonably require in relation to our appointed sub-processor(s) at any time.

PART B

This Part B to Schedule 5 sets out specific information relating to the personal data to be processed under or in connection with the Software.

#	DESCRIPTION	
1	PATHFINDR PRIVACY POLICY	
2	SUBJECT MATTER	In connection with access to the Web Portal, use of the Software by Authorised Users
3	DURATION	For the Term an any such further period as agreed by the Parties pursuant to this Contract.
4	NATURE	Processed by the Software and by us as a Software hosting provider only; processed by the Parties in connection with the ordinary performance and management of this Contract.
5	PURPOSES	Processed by us as necessary in connection with the provision of the Support Services and hosting of the Software.
6	LEGAL BASIS	Performance of this Contract and use of the Software by Authorised Users.
7	CATEGORIES OF PERSONAL DATA	We host the following categories of personal data relating to Authorised Users through the Software: <ul style="list-style-type: none">• Names;• Email addresses;
8	CATEGORIES OF DATA SUBJECT	Personal Data relating to Authorised Users who use the Software and access the Web Portal.
9	LOCATION OF PROCESSING	UK only
10	TRANSFER OF DATA	Personal data is processed by the Software only. We do not extract personal data from Authorised Users by other means at any time.