

# Terms and Conditions

## Remote Services

## 1 DEFINITIONS

1.1 In the Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

“Activation Request Form” means the form provided by Ramtech that the Customer is required to complete in order activate the REACT app and Monitoring Service;

“Additional Services” means any additional Services outside the scope of the original Order requested by the Customer and which Ramtech agrees to provide;

“Agreement” the contract between Ramtech and the Customer comprising the Order Form, and any Orders placed in accordance with this Agreement, and incorporating these terms and conditions for the provision of the Monitoring Service and/or the Leisure Service, as more particularly described at Schedules 1, 2 and 3;

“Commencement Date” means the date specified in the Order Form for commencement of the provision of the Monitoring Service and/or the Leisure Service or, in the absence of that, the date that Ramtech commences the Service;

“Customer” means the person or company, where relevant stated on the Order Form, whose Order is accepted by Ramtech;

“Customer Content” means any content (including data) that the Customer or a User uploads to or provides in connection with the Services;

“Equipment” means the equipment including any Base Station, aerials, relays and other equipment provided by Ramtech to the Customer under this Agreement (other than Products);

“Fees” means the charges set out in the Product and Price List and the charges set out in the Order Form (as applicable);

“Force Majeure Event” an event, circumstance or cause beyond a party's reasonable control, including but not limited to acts of God, war, flood, fire, labour disputes, subcontractor delays, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions, abnormal atmospheric or environmental conditions, power surges or outages and any other similar events;

“Initial Period” means the minimum period for the provision of the Monitoring Service and/or the Leisure Service as specified in the Order Form or, in the absence of that, a period of one year from the Commencement Date;

“Intellectual Property Rights” means any and all intellectual property rights including patents, trade marks, copyright, rights in databases, domain names, know-how, look and feel, rights in confidential information and all similar rights (whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world) together with the right to apply for registration of and/or register such rights and any and all goodwill relating or attached to it and all extensions and renewals of it;

“Laws” means all laws, rules, regulations, codes of practice or other requirements of regulatory authorities, as amended from time to time;

“Leisure Service” means the provision and installation of Equipment, Products and/or the Subscription Service and Support Service (as defined in Schedule 2);

“Liability” means liability for any and all damages, claims, proceedings, actions, awards,

expenses, costs and any other losses and/or liabilities;

“Monitoring Service” has the meaning given to it in Schedule 1;

“Order” means an order placed with Ramtech by the Customer from time to time during the course of the Term of the Agreement for the provision of the Monitoring Service and/or the Leisure Service (as applicable);

“Order Confirmation” means a written order confirmation sent via email by Ramtech to the Customer, agreeing to fulfil an Order.

“Order Form” means the order form signed by the Customer for the provision of the Monitoring Services and/or the Leisure Services (as applicable) by Ramtech;

“Personnel” means agents, subcontractors, consultants, employees and/or any other authorised representative of a party to the Agreement;

“Products” means the products offered by Ramtech from time to time as set out on the Product and Price List and sold by Ramtech to the Customer and, in respect of the Leisure Service only, which the Customer may resell to its customers;

“Product and Price List” Ramtech’s product and price list as updated by it from time to time;

“Ramtech” means Ramtech Overseas Limited, a company registered in England (Company Number 10162495) whose registered office is at Ramtech House, Castlebridge Office Village, Castle Marina Road, Nottingham, NG7 1TN (United Kingdom);

“Services” means the Monitoring Service and/or the Leisure Service;

“Site” means the premises set out on the Order Form or otherwise agreed by Ramtech as part of the Order at which the Services are provided;

“Term” has the meaning given to it in clause 3.1;

“User Manual” has the meaning given to it in Schedule 2 (Leisure Terms and Conditions);

“Users” shall have the meaning given to it in Schedule 2;

“Working Day” means any day which is not a Saturday, Sunday or statutory public holiday in England; and “Working Hours” means 9.00am to 5.00pm UK time on any Working Day.

## 1.2 Interpretation:

1.2.1 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended, re-enacted, or replaced from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms “including”, “include”, “in particular”, “for example” or any

similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.2.5 A reference to writing or written excludes fax and email.

## **2 BASIS OF AGREEMENT**

- 2.1 These terms and conditions shall govern the Agreement between the Customer and Ramtech to the exclusion of any other terms or conditions that the Customer seeks or purports to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing (which are excluded to the fullest extent permitted by law).
- 2.2 Orders placed by the Customer leading to, or which form part of, a contract which are not expressed to be subject to these conditions shall still be subject to them.
- 2.3 These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to the Customer in relation to their subject matter.
- 2.4 No variation to these conditions shall be binding on Ramtech unless agreed in writing between the Customer and a director of Ramtech.
- 2.5 The Customer acknowledges that the Customer does not rely on any representation and/or warranty regarding the subject matter of the Agreement, that has not been made expressly in these conditions.
- 2.6 Where the Customer purchases the Monitoring Service, as stated on the Order Form, Schedule 1 of this Agreement shall apply. Where the Customer purchases the Leisure Service, including as stated on the Order Form, Schedule 2 of this Agreement shall apply. If the Monitoring Service or Leisure Service has not been purchased, as stated on the Order Form, then such Services shall not be incorporated into this Agreement.

## **3 TERM**

- 3.1 This Agreement, subject to acceptance of the Order Form by Ramtech, takes effect from the Commencement Date and shall, subject to clause 9, remain in force for the Initial Period.
- 3.2 Unless terminated in accordance with the terms of this Agreement, on expiry of the Initial Period the Agreement shall renew for subsequent one-year periods, (each a "**Renewal Period**").

## **4 ORDERS AND AGREEMENT**

- 4.1 The Agreement between the Customer and Ramtech shall come into effect:
  - 4.1.1 on written acceptance by Ramtech of the Order Form; or
  - 4.1.2 when Ramtech first commences performance of any Services,whichever occurs first.
- 4.2 The Customer shall be responsible for the accuracy of an Order and for giving Ramtech all information necessary for Ramtech to perform its obligations under this Agreement.
- 4.3 Each Order during the term of the Agreement shall be deemed to be a separate offer by the Customer to buy the relevant Products and Services (as applicable) in accordance with and under the terms of this Agreement. Ramtech shall be free to accept or decline any such Order at its absolute discretion. No Order shall be deemed to be accepted by Ramtech until it issues an Order Confirmation or (if earlier) Ramtech commences delivery of the Order to the Customer.
- 4.4 A quotation, given by Ramtech, shall not constitute an offer.
- 4.5 Any samples, drawings or advertising produced by Ramtech and any descriptions or illustrations contained in Ramtech's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Services or other items referred to in them. They

shall not form part of the Agreement nor have any contractual force.

## **5 RAMTECH OBLIGATIONS**

- 5.1 Ramtech shall perform the Services with reasonable care and skill.
- 5.2 Save for clause 5.1 above, the Services are provided on an “as is, as available” basis without any warranties whether express or implied.
- 5.3 Ramtech does not warrant that the Services will always be accessible, uninterrupted, timely, secure, error or fault free or free from computer virus or other invasive or damaging code or that the Services will not be affected by any acts of God or other Force Majeure Events, including inability to obtain or shortage of necessary materials, equipment facilities, power or telecommunications, lack of telecommunications equipment or facilities and failure of information technology or telecommunications equipment or facilities or internet availability or disruption.
- 5.4 While Ramtech may use reasonable efforts to include accurate and up-to-date information with the Services, Ramtech makes no warranties or representations as to its accuracy, timeliness or completeness.

## **6 LIMITATION OF LIABILITY**

- 6.1 Ramtech shall, subject to clause 6.5, have no Liability:
  - 6.1.1 for defective Equipment, Products, and/or Services:
    - a) where (and to the extent that) the defect has been caused or contributed to by the Customer or its user;
    - b) where the defect has been caused or contributed to by acts of theft or vandalism;
    - c) if the price due to Ramtech has not been paid in full by the due date for payment;
    - d) to the extent that the Customer or a User is covered by any policy of insurance;
    - e) where the Equipment or a Product has been adjusted, modified or added to by a party other than Ramtech without the prior written consent of Ramtech;
    - f) where the Customer is unable to evidence in writing that it has routinely tested and maintained the Equipment and Product(s) in accordance with Ramtech's instructions;
    - g) if the defect has been caused by a Force Majeure Event; and/or
    - h) if the Customer has used battery packs supplied by a third party in the Equipment or a Product;
  - 6.1.2 for damage, loss, liability, claims, costs or expenses caused or contributed to by the Customer's continued use of defective Equipment or a Product after a defect has become apparent or suspected or should reasonably have become apparent to the Customer; and/or
  - 6.1.3 for any matters which are outside Ramtech's reasonable control.
- 6.2 Subject to clause 6.5, Ramtech shall have no Liability to the Customer under or in connection with this Agreement, and whether arising in contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise for any:-
  - 6.2.1 loss of profits and/or damage to goodwill;
  - 6.2.2 economic and/or other similar losses;

- 6.2.3 special damages and/or indirect losses;
- 6.2.4 loss of data;
- 6.2.5 business interruption, loss of business, contracts, opportunity and/or production; and/or
- 6.2.6 consequential losses.
- 6.3 The Customer shall be under a duty to mitigate any loss, damage, costs or expenses that the Customer may suffer or incur under or in connection with this Agreement.
- 6.4 Subject to clause 6.5, Ramtech's total Liability to the Customer in any calendar year under, and/or in relation to, this Agreement (and whether arising in or for breach of contract, tort (including negligence and breach of statutory duty), misrepresentation or otherwise) shall:
  - 6.4.1 in respect of any defective Equipment, be limited to the cost to repair or replace such Equipment and install such repaired or replacement Equipment at Ramtech's expense;
  - 6.4.2 in respect of the Services, be limited to a period of free Services which shall be determined by Ramtech in accordance with the severity of any losses suffered by the Customer; and
  - 6.4.3 in all circumstances, notwithstanding clauses 6.4.1 and 6.4.2, not exceed 100% of the amount paid by the Customer to Ramtech under this Agreement in the same calendar year.
- 6.5 Nothing in the Agreement or in these terms and conditions shall exclude or limit Ramtech's liability for death or personal injury due to Ramtech's negligence, or for fraud or fraudulent misrepresentation, or for any other liability which (and to the extent that) it is not permitted to exclude or limit as a matter of law.
- 6.6 All warranties, terms, conditions, representations, and/or duties of Ramtech which are not expressly set out in this Agreement (including any which may be implied by law or course of dealing, or usage of trade, and any relating to merchantability, fitness for purpose, quality, accuracy, completeness, availability, non-infringement or adequacy) are excluded and disclaimed by Ramtech to the fullest extent permitted by law.
- 7 PRICE AND PAYMENT**
  - 7.1 It is a condition of this Agreement that the Customer agrees to pay the price for the Services in accordance with this clause 7.
  - 7.2 The Fees for the Services shall, subject to clause 7.9, be:
    - 7.2.1 for the Initial Period, as set out in the Order Form (or, failing that, the Product and Price List in force at the time of Ramtech's acceptance of the Order); and
    - 7.2.2 for any Renewal Period, as set out on the Product and Price List in force at the start of such Renewal Period.
  - 7.3 Ramtech's Fees:
    - 7.3.1 are non-refundable,
    - 7.3.2 are exclusive of any applicable VAT (which shall be payable by the Customer in addition and at the applicable rate in force from time to time), and
    - 7.3.3 do not include the price of delivery (for which the Customer shall be additionally liable).
  - 7.4 Ramtech shall be entitled to render the initial invoice for the Order Form to the Customer at any time after the date of the Order Form. Subsequent invoices including any relating to each subsequent Order may be rendered at monthly intervals or at any time after the date of the Order (as relevant) or at such other intervals as may be specified in the Order Form or

Ramtech's Product and Price List (for example where subscription services are stated to be annual, Ramtech may issue an initial invoice and then subsequent annual invoices for the relevant Fees in advance) and at any time from the Commencement Date if no interval is specified.

- 7.5 The Customer shall pay each invoice submitted by Ramtech within 30 days of the date of the invoice or such other period as stated on Ramtech's invoice. Time for payment shall be of the essence.
- 7.6 The charges for any Additional Services shall be Ramtech's rates for services on a time and materials basis from time to time, as set out on the Order Form or on Ramtech's Product and Price List from time to time.
- 7.7 If the Customer wishes Ramtech to transfer the Equipment from one Site, or part of a Site to another Site, or part of the Site, Ramtech may charge for such a transfer in accordance with Ramtech's then current Product and Price List.
- 7.8 If the Customer fails to make any payment in full on the due date, Ramtech may charge the Customer any additional administration costs and/or interest (both before and after judgment) on the amount unpaid at the rate of 4% above the base rate from time to time of Ramtech's nominated bank.
- 7.9 Ramtech shall provide the Customer with an updated Product and Price List at the commencement of each Renewal Period.
- 7.10 Where Ramtech issues an updated Product and Price List prior to the renewal date for any annual Services subscription, the Fees for any such renewal shall be at the new rates in the current Product and Price List.
- 7.11 Any monies received by Ramtech from the Customer may be applied by Ramtech at Ramtech's option against any additional administration costs and/or interest charged prior to application against any principal sums due from the Customer in any order.
- 7.12 The Customer shall pay all sums due to Ramtech under this Agreement without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 7.13 Payment shall not be deemed to be made until Ramtech has received either cash or cleared funds in respect of the full amount outstanding.
- 7.14 If payment is not made to Ramtech when due, then Ramtech may withhold or suspend performance of any of its obligations under this Agreement or any other agreement with the Customer.

## **8 DEFAULT**

- 8.1 If the Customer:
  - 8.1.1 fails to make any payment to Ramtech when due;
  - 8.1.2 breaches the terms of this Agreement and, if the breach is capable of remedy, has not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
  - 8.1.3 persistently breaches any one or more terms of this Agreement;
  - 8.1.4 pledges or charges any Equipment which remains Ramtech's property, or ceases or threatens to cease to carry on business, or proposes to compound with its creditors, applies for an interim order under the Insolvency Act 1986 or has a Bankruptcy Petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, administrator or administrative receiver appointed over all or any of its assets, gives notice of intention to appoint an administrator, or takes or suffers any similar action in any jurisdiction;

8.1.5 appears to Ramtech due to the Customer's credit rating to be financially inadequate to meet its obligations under the Agreement; and/or

8.1.6 appears reasonably to Ramtech to be about to suffer any of the above events,

then Ramtech shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 8.2 below.

8.2 If any of the events set out in clause 8.1 above occurs in relation to the Customer then:

8.2.1 the Customer shall not without Ramtech's prior written agreement part with the possession of or transfer from the Site any Equipment until the Customer has paid in full all sums due to Ramtech under this Agreement and/or any other agreement with the Customer;

8.2.2 Ramtech may withhold delivery of any undelivered Equipment and stop any Equipment in transit and/or withhold or suspend all or any Services;

8.2.3 Ramtech may cancel, terminate and/or suspend without liability to the Customer and in whole or in part this Agreement and/or any other agreement with the Customer; and

8.2.4 all monies owed by the Customer to Ramtech shall forthwith become due and payable.

## 9 **TERMINATION**

9.1 Ramtech may terminate this Agreement at any time in accordance with clause 8.2.3.

9.2 Either party may terminate this Agreement at the end of the Initial Period or Renewal Period by serving at least one calendar months' notice on the other party to expire on or after expiry of the Initial Period or Renewal Period (as applicable).

## 10 **CONSEQUENCES OF TERMINATION**

10.1 In the event of termination of this Agreement for any reason:

10.1.1 except where expressly stated to the contrary in this Agreement, any Fees already paid shall be non-refundable;

10.1.2 any amounts invoiced under the terminated Agreement as at the date of termination shall become immediately due and payable;

10.1.3 the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced;

10.1.4 in relation to the Monitoring Services and Leisure Services:

a) the Customer's (and all Users') access to the Monitoring Services and/or Leisure Services shall be withdrawn by Ramtech and the Customer shall not (and shall ensure that the Users do not) make any further attempt to access the Monitoring Services and/or Leisure Services; and

b) Ramtech shall be entitled to delete any Customer Content from its servers;

10.1.5 Ramtech may enter, without prior notice, any of the Customer's premises (or premises of third parties with their consent) where Equipment and/or products owned by Ramtech may be and repossess any Equipment which is owned by Ramtech;

10.1.6 the Customer shall not without Ramtech's prior written agreement part with the possession of any Equipment and/or Products owned by Ramtech until the Customer has paid in full all sums due to Ramtech under this Agreement and/or any other agreement with the Customer;

10.1.7 Ramtech may withhold delivery of any undelivered Equipment and/or Products and



stop any Equipment and/or Products in transit and/or withhold or suspend all or any Services; and

10.1.8 the Customer shall pay Ramtech:

- a) all outstanding invoices; and
- b) the cost of all repairs to the Equipment required other than for fair wear and tear:
  - i as at the date of the termination; or
  - ii after the date of termination where the Equipment has remained installed in the Customer's premises pending its removal pursuant to clause 10.1.5; and
- c) Ramtech's standard costs for the time and expenses incurred in removing the Equipment.

## **11 CONFIDENTIALITY**

11.1 Each party undertakes that it shall not at any time disclose to any third party any confidential information (being any and all know-how, User Manual and information, whether commercial, financial, technical, operational or otherwise relating to the business, affairs, customers, suppliers or methods of one party and disclosed to or otherwise obtained by the other party in connection with the Agreement), nor use such information for any purpose other than to exercise its rights and perform its obligations under the Agreement, except as otherwise permitted by these terms or with the prior written consent of the other party.

11.2 The provisions of this clause 11 shall not apply to any confidential information that the receiving party can demonstrate:

11.2.1 is in the public domain in substantially the same combination as that in which it was disclosed to the receiving party other than as a result of a breach of this Agreement or any other obligations of confidentiality;

11.2.2 is or was lawfully received from a third party not under an obligation of confidentiality with respect to it;

11.2.3 is required to be disclosed under operation of law, by court order or by any regulatory body of competent jurisdiction (but then only to the extent and for the purpose required); or

11.2.4 was developed independently of and without reference to confidential information disclosed by the other party,

provided always that, except where it is prohibited from doing so by law or court order, a party wishing to rely on an exception contained in this clause 11.2 shall provide the other with at least ten (10) days' written notice of its intention to do so, such notice specifying details of the exception to be relied upon and the information concerned.

11.3 Each party shall be entitled to divulge the other party's confidential information to its employees, agents, directors, officers, authorised sub-contractors, professional advisors and consultants who have a need to know the same in connection with the Agreement, provided that the receiving party shall ensure that such persons are aware of, and shall procure that such persons comply with, these obligations as to confidentiality.

11.4 The Customer acknowledges and agrees that Ramtech may, in order to improve its products and services, aggregate and perform analysis on the data and/or information which Ramtech may accumulate from or in relation to the Customer or its business or operations. The results of such analysis and/or aggregation shall not be regarded as Confidential Information of the Customer for the purposes of this clause 11.

## **12 INTELLECTUAL PROPERTY RIGHTS**

- 12.1 All rights, title and interest (including Intellectual Property Rights) in the Services shall belong to Ramtech and nothing in these terms shall operate to transfer any such rights to the Customer.
- 12.2 The Customer acknowledges that to the extent it acquires any rights in the Services, it hereby assigns such rights absolutely (by way of present assignment of future rights) to Ramtech.
- 12.3 Ramtech shall subject to the remainder of this clause 12, indemnify the Customer against all liabilities, costs, expenses, damages and losses (excluding any indirect or consequential losses, loss of profit, loss of reputation, interest, and/or penalties) suffered or incurred by the Customer as a result of any claim made against the Customer that the Services or Equipment supplied hereunder (provided they are used by the Customer and all users in accordance with Ramtech's Instructions from time to time), infringe a third party's Intellectual Property Rights.
- 12.4 Liability under the indemnity in clause 12.3 is conditional on the Customer discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under this indemnity (a "**Claim**"), the Customer shall:
- 12.4.1 as soon as possible, give written notice of the Claim to Ramtech, specifying the nature of the Claim in reasonable detail;
  - 12.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of Ramtech; and
  - 12.4.3 be deemed to have given to Ramtech sole authority to avoid, dispute, compromise or defend the Claim.
- 12.5 Where Ramtech becomes aware of any claim or potential claim that the Services or any Equipment or Product infringes any Intellectual Property Rights of any third party, Ramtech may at its option:
- 12.5.1 suspend access to, and/or withdraw such Services, Equipment. or Product (or part) (if necessary);
  - 12.5.2 modify the Services. Product, and/or Equipment; and/or
  - 12.5.3 terminate this Agreement.
- 12.6 Where access to the Services or Equipment is suspended or terminated pursuant to clause 12.5, Ramtech shall make a pro rata refund to the Customer calculated by Ramtech (acting reasonably) based on the proportion of the Services (as applicable) not received and the period over which it was not received.

## **13 DISPUTE RESOLUTION**

- 13.1 If a dispute arises between the parties in relation to the operation or interpretation of this Agreement, the parties will attempt, in good faith, to reach settlement as soon as possible:
- 13.1.1 initially between each party's key contact (as notified by one party to the other from time to time and who shall be authorised to settle such a dispute);
  - 13.1.2 if agreement has not been reached within fourteen days (14) of one party notifying the other that it wishes the key contacts to meet, then either party may give written notice to the other giving details of the dispute and request a meeting between a director of each party; and
  - 13.1.3 if agreement has not been reached within fourteen days (14) of the meeting held in accordance with clause 13.1.2 , either party may give written notice to the other to request a meeting between the Managing Director or Chief Executive officer of each party to seek to settle the dispute.

- 13.2 The parties acknowledge and agree that the dispute resolution procedure set out in this clause 13 will be followed prior to commencing any legal proceedings except nothing in this clause 13 shall prevent either party from seeking interim injunctive relief from a court of law.

#### **14 DATA PROTECTION**

- 14.1 Each party shall comply with the terms of Schedule 3.

#### **15 GENERAL**

- 15.1 The Customer agrees to indemnify and keep indemnified Ramtech against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered or incurred by Ramtech and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by the Customer and/or in relation to any third party claim which Ramtech may suffer or incur from or on behalf of any User and/or end customer of the Customer.
- 15.2 No waiver by Ramtech of any breach of this Agreement shall be considered as a waiver of any subsequent breach of the same provision or any other provision. No waiver by Ramtech of any right or remedy or of any breach of this Agreement shall be effective unless explicitly given in writing.
- 15.3 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.
- 15.4 Ramtech will not be liable for any failure or delay in the performance of any of its obligations under this Agreement where and to the extent that the same is caused or contributed to by a Force Majeure Event. If such an event occurs, Ramtech will inform the Customer as soon as reasonably possible and take reasonable steps to restore performance.
- 15.5 This Agreement, the Product and Price List, the Activation Request Form, the Order Form and any subsequent Order placed in accordance with this Agreement (as applicable) constitutes the entire agreement between Ramtech and the Customer in relation to its subject matter.
- 15.6 The Customer shall not assign its interest in this Agreement (or any part) without Ramtech's prior written consent. Ramtech may assign its interest in this Agreement (or any part of it) at any time.
- 15.7 All third party rights are excluded and no third party shall have any right to enforce this Agreement. This shall not apply to members of Ramtech's group from time to time who shall, subject to Ramtech's consent, have the right to enforce this Agreement as if they were Ramtech.
- 15.8 This Agreement is governed by and interpreted in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

## **SCHEDULE 1 - MONITORING TERMS AND CONDITIONS**

### **1 DEFINITIONS**

- 1.1 For this purpose of this Schedule 1, unless the context otherwise requires, the following definitions shall apply:

“Monitoring Service” means the remote monitoring services provided through the Equipment and/or Products and via the REACT App;

“Primary Contact” means the individual who will be contacted by Ramtech in the event that Ramtech need to provide information relating to the Monitoring Service such as: outages, updates, maintenance, misuse, termination and renewals;

“REACT App” means the mobile application which the Customer or Users can download to use in conjunction with the Monitoring Service as provided by Ramtech;

“User” means the employees or prospective employees, representatives, consultants, contractors, agents, resellers, partners or customers of the Customer who are authorised by the Customer to use the Monitoring Service and have been supplied usernames and passwords by the Customer or Ramtech and who have (without any variation or conditionality) accepted the User Terms;

“User Data” means the data inputted by the Customer, Users, or Ramtech on the Customer’s behalf for the purpose of using the Monitoring Services or facilitating the Customer’s use of the Monitoring Services; and

“User Terms” means the Ramtech Terms of Use – Ramtech REACT Mobile Application terms and conditions which are accepted when the User first logs into the Monitoring Service.

### **2 CUSTOMER OBLIGATIONS**

- 2.1 In order for the Monitoring Service to commence and access to the REACT App to be authorised, the Customer must complete a mandatory REACT Activation Request Form. The Activation Request Form must be submitted with the Order and Ramtech may reject an Order if the Activation Request Form is not completed or is incomplete.
- 2.2 The Customer is responsible for all User activity occurring under its User accounts, and Customer shall be liable for any failure to comply with the provisions of paragraphs 2.1 to 2.11.
- 2.3 The Customer shall not allow any unlawful and/or unauthorised use of the Services, including any use by persons who are not Users. The Customer shall abide by (and shall procure that Users abide by) all relevant laws and regulations that are applicable to the Customer in using the Monitoring Service, including those related to data privacy and the transmission of Personal Data (as defined in Schedule 3).
- 2.4 The Customer shall ensure that each username and password combination is only used by one person. The Customer may create separate logins for as many Users as it requires. The Customer is responsible for maintaining the security of logins to its account.
- 2.5 The Customer shall: (i) notify Ramtech promptly upon becoming aware of any unauthorised use of a password or account or any other known or suspected breach of security; (ii) report to Ramtech promptly upon becoming aware of any infringement of Ramtech’s Intellectual Property Rights and use reasonable efforts to stop immediately any such infringement or copying or distribution of any Intellectual Property Rights that is known or suspected by the Customer or its Users; and (iii) not permit any User to log in as, or impersonate another User of the Monitoring Service, or provide false identity information to gain access to or use the Monitoring Service.
- 2.6 The Customer shall use all reasonable measures, including by the use of up to date commercially available anti-malware software, to prevent any virus from entering or accessing

any information technology system used by Ramtech in relation to the Monitoring Service.

2.7 Unless authorised in writing by Ramtech, the Customer shall not:

2.7.1 Use or otherwise access all or any part of the Monitoring Service in order to build a product or service which competes with the Monitoring Service; or

2.7.2 Use or otherwise access all or any part of the Monitoring Service to provide services to third parties; or

2.7.3 License, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit or otherwise make the Monitoring Service available to any third party, except the Users in accordance with the Agreement; or

2.7.4 Attempt to obtain or assist third parties in obtaining access to all or any part of the Monitoring Service other than as provided by the Agreement.

2.8 If the Customer becomes aware of any use of the Monitoring Service which is or might be in breach of any of the provisions of paragraphs 2.1 to 2.7, or is otherwise an inappropriate use or action in respect of the Monitoring Service by any User, the Customer shall promptly notify Ramtech and assist Ramtech, as Ramtech may reasonably require, to deal with such breach or inappropriate use or action. The obligation of this paragraph 2.8 does not prejudice any other right or remedy that Ramtech may have in respect hereof.

2.9 The Monitoring Service requires mobile or cellular signal to function, it is the Customer and Users responsibility to ensure that there is sufficient mobile or cellular signal on the site where the Monitoring Service is utilised.

2.10 Users must ensure individual mobile devices, laptops or desktops, or any other device using the Monitoring Service are kept charged or connected to a power source, switched on with the speakers set to full volume and with up-to-date software, operating systems and, if applicable, the REACT App.

2.11 The Customer shall provide to Ramtech a nominated Primary Contact in advance of, or at the point of, activation of the Monitoring Service.

### **3 USERS**

3.1 The Customer is responsible for all acts and omissions of the Users including any breach by them of the User Terms, and any act or omission by a User that would constitute a breach of the Agreement if taken by Customer will be deemed a breach of the Agreement by the Customer. Customer shall use all reasonable efforts to make all Users aware of the User Terms as applicable to such User's use of the Monitoring Services and shall procure that all Users comply with such provisions. Ramtech reserves the right to withdraw the Monitoring Service from any User who is in breach of the User Terms.

## **Schedule 2 – Leisure Terms and Conditions**

### **1 DEFINITIONS**

- 1.1 For this purpose of this Schedule 2, unless the context otherwise requires, the following definitions shall apply:

“Base Station” means the components defined as the Base Station in the Product and Price List;

“Commission Date” means the date on which, in Ramtech’s opinion, the Equipment and/or Products (as appropriate) can be used by the Customer;

“Customer Content” means any content (including data) that the Customer or a User uploads to the Subscription Service;

“Installation” means the installation of the Equipment and/or Products, as stated in the Order Form or Order (as applicable), by Ramtech’s engineer at the Site;

“Order” means an order placed by a Customer for Equipment, Products and/or Services;

“Services” and “Leisure Services” as used in this Schedule means the Subscription Service and the Support Services and Installation offered by Ramtech from time to time as set out on the Product and Price List and sold by Ramtech to the Customer under this Agreement and which the Customer may resell to its customers;

“Subscription Service” means the service offered by Ramtech for the ongoing monitoring and use of the Products and Equipment;

“Subscription” means a subscription entitling the Customer to access and use the Subscription Service, which includes access to the User Manual and the hosting of the Subscription Service;

“Support Services” means the onsite and remote services defined in paragraph 7;

“User” means an individual person who accesses the Subscription Service as part of the Customer’s Subscription; and

“User Manual” means the User Manual as updated by Ramtech from time to time and provided to the Customer by Ramtech and which describes the Subscription Service and provides guidance as to the proper siting and use of the Subscription Service, Equipment and Products.

### **2 DELIVERY AND INSTALLATION**

- 2.1 All orders of Products and/or Equipment by the Customer, whether by way of the Order Form or subsequent Orders, shall be delivered by Ramtech by being dispatched to the Customer.

- 2.2 Delivery shall be subject to the following:

2.2.1 The Products and/or Equipment will be delivered DAP (Incoterms® 2020 Rules);

2.2.2 Ramtech shall arrange for the Products and/or Equipment to be delivered to the location set out in the Order Form; and

2.2.3 Ramtech will invoice for the price of the Products and/or Equipment on or around the time of dispatch.

- 2.3 Any dates quoted for delivery are approximate only, and time is not of the essence for such delivery and/or installation of the Products, Equipment and/or provision of Services. Ramtech shall not be liable for any delay in delivery of the Products and/or Equipment that is caused by

a Force Majeure Event or the Customer's failure to provide Ramtech with adequate delivery instructions or any other instructions that are relevant to the supply of the Products and/or Equipment.

- 2.4 Ramtech shall endeavor to deliver the quantity of Products and/or Equipment ordered but this is dependent upon stock being available. Ramtech shall not be liable for short delivery. Ramtech will only invoice the Customer for the quantities of Products and/or Equipment delivered.
- 2.5 At the point of Installation at the Site, Ramtech's engineer will request the Customer to inspect the Installation and if the Customer detects a problem it must immediately inform the engineer. If no problem is detected and reported to the engineer, then the Customer shall be deemed to have accepted the Installation.
- 2.6 The Customer acknowledges and accepts that Users are authorised to accept and approve the delivery and installation of the Products and/or Equipment on the Customer's behalf.
- 2.7 If the Customer fails to accept delivery of any instalment of the Products and/or Equipment following two unsuccessful deliveries , then, except where such failure or delay is caused by Ramtech's failure to comply with its obligations under the Agreement, Ramtech shall be entitled to hire to a third party, sell, or dispose of part or all of the Products and/or Equipment.
- 2.8 The Customer shall, and shall procure that all of its staff, agents and subcontractors and any other Users, at all times comply fully and in a timely manner with all of the Customer's obligations as set out in the User Manual.
- 2.9 The Customer appoints Ramtech to act as its agent in order to and the Customer shall apply for and maintain any Ofcom licence(s) required at the Site for the Equipment and the Products and agrees that such appointment is irrevocable for the duration of this Agreement.

### **3 SERVICES**

- 3.1 The Customer will allow and/or procure free and safe rights of access as and when reasonably requested by Ramtech, for Ramtech's employees, sub-contractors and/or agents to enable them to provide the Services even when the Site is closed.
- 3.2 The Customer will ensure that the Site where the Services are to be provided is cleared and prepared before the Services are due to commence and that the environment in which the Services are to be performed comply with all relevant legislation and/or regulations including relevant health and safety law. The Customer will communicate all relevant health and safety policies relevant to the Site to Ramtech's employees, sub-contractors and/or agents visiting the Site, including fire alarm policies/procedures.
- 3.3 The Customer agrees that the Services will be carried out by Ramtech's employees, sub-contractors or agents and that the Customer will not allow any of its employees or any third party to carry out any part of the Services on the Equipment or Products unless expressly agreed in writing.

### **4 THE SUBSCRIPTION**

- 4.1 A Subscription entitles the Customer to the non-exclusive right to access and use the Subscription Service for its own business purposes during the term of the Subscription in accordance with these terms, and to allow Users to access it subject to paragraph 7.
- 4.2 The Subscription includes access to the User Manual at no additional charge.
- 4.3 The Subscription Service is offered on a hosted basis and will be made available for the Customer to connect to via the internet in accordance with these terms. A Subscription does not give the Customer any right to a copy of the underlying software to install on its own systems or servers.
- 4.4 Ramtech may from time to time make changes to the Subscription Service, including to improve its functionality or usability, add new features, remove features it considers to be obsolete, fix

errors or address feedback received from customers. Ramtech shall endeavour to minimise any disruption caused as a result of the implementation of such changes.

- 4.5 It may be necessary from time to time for Ramtech to disable part or all of the Subscription Service for maintenance purposes. Where such support is likely to affect the functionality or accessibility of the Subscription Service, Ramtech shall use reasonable endeavours to provide notice to the Customer of any such support and to perform it outside of working hours.
- 4.6 The Customer shall be fully responsible for any acts or omissions of any User or any other party accessing the Subscription Service using any User's access credentials (whether or not with the Customer's permission), as if such acts or omissions were the acts or omissions of the Customer. The Customer shall ensure that all Users are aware of all applicable terms in respect of use of Subscription Service.
- 4.7 The Customer shall use the Subscription Service only in accordance with these terms and the User Manual and procure that all Users do the same.
- 4.8 The Customer shall immediately notify Ramtech if it believes or suspects either that it or any User may have breached these terms or that any User's access credentials may have been compromised.
- 4.9 Ramtech shall be entitled to suspend access to the Subscription Service (or any part thereof) for any or all Users without liability to the Customer immediately and without notice or to take such action as it may in its discretion think appropriate if it reasonably believes:
  - 4.9.1 not doing so may prejudice the security, integrity or operability of the Subscription Service or part of it, cause harm to another customer or other third party or give rise to a claim against Ramtech; or
  - 4.9.2 the Customer is otherwise in breach of these terms.

Promptly following such suspension Ramtech shall notify the Customer of the suspension, the reason for the suspension and what steps the Customer can take so that the suspension can be brought to an end.

## **5 USER MANUAL AND SUPPORT FOR THE SUBSCRIPTION SERVICE**

- 5.1 If the Customer has any queries as to how to use the Subscription Service it should consult the User Manual.
- 5.2 Should the Customer be unable to resolve its issue by means of reading the User Manual, it may contact Ramtech via the methods suggested in the User Manual.
- 5.3 If Ramtech considers that the issue reported is caused by a material error in the Subscription Service, it will deal with such report in accordance with the process set out in the User Manual.

## **6 USERS**

- 6.1 A separate User account must be registered for every individual User.
- 6.2 The Customer is responsible for informing Ramtech which of its Users is to have which of the available levels of access to the Subscription as set out in the User Manual. The Customer acknowledges that different User types have different access rights to the Subscription (as set out in the User Manual from time to time).
- 6.3 The Customer agrees to inform Ramtech immediately that any User leaves the Customer's employ or immediately that such User's access rights should be terminated for example where the User ceases to be a customer of the Customer.
- 6.4 User accounts are strictly to be used by the User to whom they are originally allocated and must in no circumstances be shared between users, reallocated or transferred to another individual. It is the Customer's responsibility to ensure that User accounts are used only by the User to whom they are originally allocated and the Customer shall be strictly liable for any failure to comply with this paragraph 6.4, whether or not the Customer consented to or was aware of



such misuse.

- 6.5 Without prejudice to its other rights or remedies, Ramtech may suspend any User account at any time where it reasonably believes that the acts or omissions of such User has caused or is likely to cause the Customer to breach these terms, that the User account has been used by multiple people or reallocated contrary to paragraph 6.4 or that the User is not a person who is eligible to use Subscription Service as part of the Customer's Subscription.
- 6.6 The Customer shall, and shall procure that each User shall, keep all access credentials for the Subscription Service confidential and secure.
- 6.7 In no circumstances shall the Customer permit any party other than a User to access the Subscription Service using its Subscription. Users shall be permitted access only to the extent that they are using the Subscription Service for the Customer's business purposes.

## **7 SUPPORT SERVICES**

- 7.1 Subject to paragraph 7.4.1, Ramtech will provide the Support Services for the duration of this Agreement. It shall be at Ramtech's sole discretion whether Support Services are provided remotely or on site.
- 7.2 Ramtech agrees that if Equipment is non-operational, it will respond to the Customer within 48 hours of being notified or becoming aware of the same and where a Product is non-operational, it will respond to the Customer within 2 weeks of being notified or becoming aware of the same.
- 7.3 Ramtech will endeavour to fix defective Equipment and/or Products by giving the Customer telephone advice.
- 7.4 If the problem cannot be resolved by telephone, Ramtech shall provide onsite support by way of inspection of the defective Equipment and/or Products:
  - 7.4.1 if, in the sole opinion of Ramtech, the defect is not serious, during the next scheduled visit by Ramtech to the Site; or
  - 7.4.2 if, in the sole opinion of Ramtech, a speedier response is required than that provided under paragraph 7.4.1, Ramtech will endeavour to provide onsite support to visit the Site to look at the defect within the next two Working Days. Time is not of the essence. Ramtech shall have no obligations under this paragraph 7 unless the Customer has purchased and continues to purchase the Services from Ramtech.
- 7.5 Onsite Support Services are:
  - 7.5.1 the repair or replacement where necessary and/or the maintenance in good working order of all Equipment and/or Products whose date of manufacture or Commission Date is less than 7 years before the Support Services are required, including the provision of all parts and labour which are reasonably necessary to maintain the Equipment and/or Products in good working order; and
  - 7.5.2 the repair or replacement where necessary and/or the maintenance in good working order of all Equipment and/or Products whose date of manufacture or Commission Date is more than 7 years before the Support Services are required, including the provision of all labour but excluding the provision of all parts which are reasonably necessary to maintain the Equipment and/or Products in good working order.
- 7.6 If a defect becomes apparent or suspected, the Customer must telephone or email Ramtech within 8 Working Hours and Ramtech will endeavour to respond to the Customer by telephone on the same Working Day. Time is not of the essence in respect of this paragraph 7.6.
- 7.7 Any Equipment and/or Products or part requiring repair or replacement for which Ramtech is not liable under this Agreement will be charged and shall be paid for by Customer as an Additional Service at Ramtech's then current prices. All services including diagnosis, inspection, repair and/or reinstallation of such Equipment and/or parts and/or Products will be charged and shall be paid for by Customer at Ramtech's then current prices.

- 7.8 If following the provision of onsite support by Ramtech, the diagnosis reveals that Ramtech is not liable for repair and/or replacement under this Agreement, Ramtech may charge and Customer shall pay for any work undertaken up to that point, including diagnosis at Ramtech's then current prices.
- 7.9 There is no obligation on Ramtech to respond to the Customer or attend the Site outside Working Hours. If the Customer requests that Ramtech attends the Site or responds to a defect outside Working Hours, there will be an additional charge for the Customer to pay.
- 7.10 Where Ramtech is liable to repair or replace the Equipment and/or Products or any part, if it is necessary for Ramtech to remove part or all of the Equipment and/or Products, Ramtech will endeavour to lend any Equipment and/or Products to the Customer to allow continuation of the Services.

## **8 SALE OF PRODUCTS**

- 8.1 Where subject to an accepted Order for Services, Ramtech shall sell and the Customer shall purchase the quantity of Products which are the subject of the relevant Order.
- 8.2 Ramtech shall endeavour to deliver the number of Products ordered but this is dependent upon stock being available. Ramtech shall not be liable for short delivery. Ramtech will only invoice the Customer for the quantities of Products delivered.
- 8.3 The Customer shall not make any modification to the Products or Equipment or its packaging, nor alter, remove or tamper with any trade marks, trade names, markings or names affixed to or used or in relation to the Products or Equipment.

## **9 CUSTOMER OBLIGATIONS**

- 9.1 The Customer warrants, represents, and undertakes that it will comply at all times with all:
- 9.1.1 of its obligations in the User Manual; and
  - 9.1.2 Laws in connection with its receipt of the Equipment, Products and the Services and its resale of the Products and Services to its customers.
- 9.2 The Customer warrants that all information provided by it in relation to the Products, Subscription and the Services, including but not limited to Customer Content, is true, complete and accurate.
- 9.3 The Customer acknowledges and agrees that Ramtech's contracts for the supply of the Products, Equipment, and Services are between the Customer and Ramtech. Any onward supply or resale of the Products, Equipment, or Services by Customer to its own customer and/or user shall be the Customer's responsibility. To the fullest extent permitted by law, Ramtech excludes and disclaims any obligations or liabilities which it may have to an end-customer or User. In respect of any complaints or claims that the Customer receives from or on behalf of its end-customer or User in relation to the Services, Equipment, and/or Products, the Customer shall, without prejudice to clause 5.1, liaise with Ramtech's customer services team (via the following email address [operations@ramtechglobal.com](mailto:operations@ramtechglobal.com)) to arrange any repair or maintenance of the Products and Equipment and/or in respect of any provision of the Services.

## **10 NON REMOVAL OF EQUIPMENT AND PRODUCTS**

- 10.1 With regard to Equipment, the Customer agrees that it is not permitted to remove from where it is fixed, or move. any Equipment;
- 10.2 If the Customer wishes to move the location of any Equipment, it must not do this itself (or permit any third party to do so) but must give Ramtech at least 30 days' notice of such requirement and Ramtech will move such Equipment to its new location.
- 10.3 The Customer agrees:
- 10.3.1 to upload accurate and at all times up to date information to the Subscription Service with regard to the location of all Equipment and Products; and

10.3.2 that where Ramtech sends it an annual verification of all data held for the Customer, to ensure it is verified immediately upon receipt and any mistakes in the data sent to Ramtech within 20 Working Days of receipt.

## **11 OWNERSHIP AND RISK**

- 11.1 Risk in, and of loss of or damage to, the Products and in the Equipment shall pass to the Customer at the point of delivery, in accordance with paragraph 2 above.
- 11.2 Ramtech shall retain title and ownership of the Products until Ramtech has received payment in full in cash or cleared funds of all sums due and/or owing for all Products supplied to the Customer by Ramtech under this Agreement.
- 11.3 It is specifically agreed between the parties that nothing in this Agreement shall be construed as transferring ownership of, or title to, the Equipment (whether legal or beneficial) to the Customer.
- 11.4 The Customer shall not do, or permit, or cause to be done anything which in any way prejudices Ramtech's legitimate interests in, or conflicts with the normal exploitation of, the Equipment by Ramtech.
- 11.5 The Customer shall not sell, assign, mortgage, pledge, charge or otherwise dispose of or part with possession of any Equipment or part thereof, nor charge the benefit of this Agreement nor attempt or purport to do so.
- 11.6 The Customer shall notify Ramtech of any loss of, damage to or defect in the Equipment as soon as is reasonably practicable.
- 11.7 The Customer shall include in its agreements with its customers and Users all relevant provisions in these terms in relation to protection of Ramtech and shall not provide any warranties in relation to the Equipment, Services, and/or the Products wider than those given by Ramtech to the Customer under these terms.
- 11.8 Ramtech shall be entitled to enter the Site at any time to carry out an audit of the Equipment and Products installed. Ramtech shall compare the results of that audit with the list of the Equipment and Products it has supplied and installed at the Site. If any of the Equipment is missing, the Customer shall:
  - 11.8.1 take all necessary steps at its own expense to recover possession and control of such Equipment; and
  - 11.8.2 if any such Equipment cannot be accounted for by the Customer within 7 days of the audit then Ramtech shall be entitled to invoice the Customer for the replacement costs of all such items of Equipment and for any additional administrative costs.

## **12 WARRANTIES**

### **Product and Equipment Warranties**

- 12.1 Ramtech warrants that, provided the Customer has complied with all of its obligations in these terms and the User Manual, all Products and Equipment will be free from material defects for 12 months from their relevant Commissioning Date.
- 12.2 Provided that the Customer:
  - 12.2.1 within the 12 months warranty period, telephones Ramtech as soon as possible following discovery of a defect, and reports the defect in writing within 5 Working Days of such notification, by post or facsimile, to the postal address and/or facsimile number specified in the Order Form; and
  - 12.2.2 gives Ramtech a reasonable opportunity of examining any Products and/or Equipment which it claims to be defective,

Ramtech will at its option repair or replace any Products and/or Equipment which it considers

to be defective, or refund the price of any such Products and/or Equipment in full and refund the reasonable costs incurred by the Customer in returning such Equipment to Ramtech.

### **Subscription Services**

- 12.3 Ramtech warrants that the functionality of the Subscription Service will substantively conform to the User Manual. Ramtech will use reasonable endeavours to ensure that the Subscription Service is available for the use of all Users during Working Hours.
- 12.4 By the nature of the Subscription Service, Ramtech cannot warrant that it will be entirely error free. However, Ramtech shall use its reasonable endeavours to remedy any material error reported by the Customer as soon as reasonably and commercially practicable following such report. If the Customer experiences issues with the Subscription Service, it should report the problem using the procedure set out in the User Manual and the Customer agrees that this paragraph 12.4 shall (subject and without prejudice to Clause 6.5 of the Agreement, be its sole and exclusive remedy for any problems or deficiencies with the Subscription Service.

## **13 INVOICING**

- 13.1 **Services:** Ramtech shall be entitled to render the initial invoice for each Order Form to the Customer anytime on or after the relevant Commencement Date. Invoices for subsequent Orders may be rendered on or after the date of acceptance of the relevant Order. Thereafter, Ramtech may invoice for the Fees due for the Services ongoing in the intervals set out in clause 7.4.
- 13.2 **Equipment and Products:** Ramtech shall be entitled to render an invoice for the Equipment and the Products to the Customer following acceptance by the Customer of such Equipment and Products Installation.

## **14 INSURANCE**

- 14.1 The Customer shall take out and maintain (at its own cost and for the duration of this Agreement) a fully comprehensive insurance policy in respect of all risks to the Equipment including its safe delivery up to Ramtech upon termination of this Agreement (the “**Insurance Policy**”).
- 14.2 The Insurance Policy shall be taken out and maintained with a reputable insurance company.
- 14.3 The Customer shall:
- 14.3.1 not do and/or omit to do anything that would result in the Insurance Policy being declared invalid or the relevant insurer refusing to cover and claim under it; and
  - 14.3.2 take such steps that are reasonably necessary to prevent a third party from doing and/or omitting to do anything which would result in the Insurance Policy being declared invalid or refusal by the relevant insurer to cover any claim which would otherwise have been covered by the Insurance Policy.
- 14.4 The insurance premiums or deductibles applicable to the Insurance Policy shall at all times be the responsibility of and paid by the Customer.
- 14.5 The Customer shall provide to Ramtech evidence satisfactory to Ramtech that the premiums payable in respect of the Insurance Policy have been paid on time and in full and that the Insurance Policy is in full force and effect.
- 14.6 If the Customer is in breach of paragraph 14.1, Ramtech may pay any premiums required to keep the Insurance Policy in force or itself procure such an Insurance Policy. In either case Ramtech may recover such premiums from the Customer together with all costs and expenses incurred in procuring such insurance as a debt.

## Schedule 3 – Data Protection Schedule

### 1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions shall apply to this Schedule 3:

<b>“Aggregated Data”</b>	data (including Personal Data) collected and processed by Ramtech during its provision of the Services that is aggregated and anonymized by Ramtech;
<b>“Applicable Data Protection Laws”</b>	any applicable laws relating to data protection, privacy and/or electronic communications in force from time to time including the UK GDPR, the UK Data Protection Act 2018; and the UK Privacy and Electronic Communications (EC Directive) Regulations (as amended), and any amending or replacement legislation from time to time;
<b>“Controller”, “Processor”, “Data Subject”, “Personal Data”, “Personal Data Breach”, “Process” and “Processing”</b>	shall have the respective meanings given to them (and equivalent expressions) in Applicable Data Protection Laws;
<b>“Customer Personal Data”</b>	means the Personal Data set out in the Description of Processing where such data is Processed by Ramtech as a Processor on behalf of the Customer, and as further described in the Description of Processing;
<b>“Data Protection Schedule”</b>	all provisions contained this Schedule 3 and its Appendices;
<b>“Description of Processing”</b>	the description of Processing in Appendix 1 and Appendix 2 to this Schedule 3;
<b>“Liability” or “Liabilities”</b>	all direct and indirect: losses, damages, charges, expenses, reasonable legal and other professional costs awarded against, suffered, incurred, or paid by Ramtech;
<b>“Ramtech Processing”</b>	the creation and use of Aggregated Data by Ramtech to analyse, develop and improve its Services and for any other purposes designated by Ramtech from time to time;
<b>“Related Persons”</b>	companies in the Customer’s or Ramtech group of companies (as applicable) and their employees, officers, shareholders, affiliates, representatives, agents, consultants, contractors, suppliers and advisers; and
<b>“UK GDPR”</b>	the United Kingdom General Data Protection Regulation, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended) (as may be amended or replaced from time to time).

1.2 Capitalised terms not otherwise defined in this Schedule 3 shall have the meaning given to them in the Agreement.

1.3 To the extent there is any conflict or inconsistency between any term or provision of this Schedule 3 and any other term or provision of the Agreement, the conflicting or inconsistent term of this Schedule 3 shall prevail.

## 2. AGGREGATED DATA

2.1 The parties acknowledge and agree that:

- 2.1.1 Ramtech is an independent and separate Controller in relation to the Ramtech Processing and may receive and Process the Aggregated Data for the purposes of Ramtech Processing;
- 2.1.2 Ramtech shall solely determine the legal basis and conditions for which it conducts the Ramtech Processing, as described in Ramtech's privacy policy or other notice required under Applicable Data Protection Laws ("**REPP**") as amended from time to time;
- 2.1.3 the Customer does not contribute to and has no control over the contents of the REPP nor the Ramtech Processing or Ramtech's continuing use of the Aggregated Data; and
- 2.1.4 Ramtech shall comply with its obligations under Applicable Data Protection Laws in relation to Ramtech Processing.

## 3. DATA PROCESSING

3.1 The parties agree that Customer is a Controller and that Ramtech is a Processor for the purposes of Processing (excluding Ramtech Processing) the Customer Personal Data for the provision of the Services pursuant to this Agreement.

3.2 In respect of any Customer Personal Data Processed by Ramtech as a Processor, Ramtech shall:

- 3.2.1 be generally authorised by the Customer in writing to engage with any other Processor to Process the Customer Personal Data ("**Sub-Processor**") subject to Ramtech notifying the Customer of any intended changes concerning the addition or replacement of Sub-Processor(s) and permitting the Customer to object to such changes in writing within ten (10) days from the date that it is notified by Ramtech. If no objection is received by Ramtech within such time period, the Customer shall be deemed to have given its approval to use such Sub-Processor. Ramtech shall use its reasonable (but commercially prudent) endeavours to ensure that any Sub-Processor agrees in writing to comply with obligations materially equivalent as those imposed on Ramtech in paragraph 3 of this Data Protection Schedule. If the Customer does not consent to use of such Sub-Processors, the Customer shall be entitled to terminate the Services and this Agreement immediately by notice in writing;
- 3.2.2 only Process the Customer Personal Data in accordance with the Customer's documented instructions from time to time, except to the extent necessary to comply with applicable law. For the avoidance of doubt, the provisions of this Agreement are not instructions for the purposes of this paragraph 3.2.2;
- 3.2.3 notwithstanding paragraph 3.2.2, have no obligation to comply (nor any Liability for non-compliance) with any of the Customer's instructions which will or are likely to (in Ramtech's opinion):
  - (a) vary the provisions of this Agreement;
  - (b) be inconsistent with the Description of Processing;
  - (c) breach any Applicable Data Protection Laws,

and shall notify the Customer in writing of the same. The Customer shall seek its own independent legal advice to determine whether any instruction received by Ramtech and which Ramtech believes is infringing is in fact infringing or likely to be infringing;

- 3.2.4 not transfer any Customer Personal Data outside of the United Kingdom if such transfer would directly cause the Customer to breach its obligations under Article 44 of the UK GDPR. Subject to the foregoing provisions of this paragraph 3.2.4, the Customer hereby consents to Ramtech and its Sub-Processors transferring Customer Personal Data outside the UK. Ramtech shall ensure that it has provided appropriate safeguards in relation to such transfers including: (i) implementing a lawful transfer mechanism for the transfer of the Customer Personal Data where required under and in accordance with Applicable Data Protection Legislation; and (ii) undertaking any appropriate and required transfer risk assessment;
- 3.2.5 ensure that all personnel who Process the Customer Personal Data are committed to keeping the Customer Personal Data confidential;
- 3.2.6 implement appropriate technical and organisational measures to protect Customer Personal Data against Personal Data Breaches;
- 3.2.7 notify the Customer without undue delay and in writing if Ramtech becomes aware of a Personal Data Breach of the Customer Personal Data, together with particulars of the breach to the extent available to Ramtech;
- 3.2.8 provide such assistance (at the Customer's cost and to only to the extent required by Applicable Data Protection Laws) as Ramtech may reasonably require in responding to any request from a Data Subject (including by providing appropriate technical and organisational measures) and in ensuring compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with a supervisory authority. In no event shall Ramtech be obliged to respond directly to any such request or correspondence unless specifically required to do so by law;
- 3.2.9 on the expiry or termination of this Agreement (at the Customer's option and cost), either return to the Customer all Customer Personal Data or securely dispose of it, except where it is required to store it pursuant to applicable law; and
- 3.2.10 for the sole purpose of demonstrating Ramtech's compliance with this Data Protection Schedule, provide such information as the Customer reasonably requires, or, where the provision of information alone is not reasonably sufficient for that purpose, allow for and contribute to an audit (including an inspection) of Ramtech by up to two (2) of the Customer's representatives (in each case, at the Customer's cost, including any auditors' or administrative fees). The Customer shall give not less than one (1) month's prior written notice prior to the date it wishes to conduct the audit and shall conduct any such audit no more than once per calendar year at such time and date that is convenient for Ramtech (except where required otherwise by a supervisory authority with competent jurisdiction). Any non-compliance discovered by such audit will be promptly notified by the Customer to Ramtech in writing. The Customer shall not disclose to any third party (other than, where applicable, the external auditor performing the audit) any information or reports obtained or produced in connect with any such audit and shall use such information and reports solely for the purposes of meeting its regulatory audit requirements and/or confirming Ramtech's compliance with the requirements of this Data Protection Schedule. The Customer shall ensure that it takes reasonable steps and any steps requested by Ramtech to minimise any interruption to the business of Ramtech when exercising its rights under this paragraph 3.2.10. If a third party conducts the audit, Ramtech may object to the auditor if the auditor is, in Ramtech's reasonable opinion, not suitably qualified or independent, a competitor of Ramtech, or otherwise manifestly unsuitable. Such objection by Ramtech will require the Customer to appoint another auditor or conduct the audit itself.

3.3 The Customer shall:

- 3.3.1 ensure that the Description of Processing at all times accurately reflects Ramtech's Processing of Customer Personal Data as a Processor for the Customer in relation to the Services. Should the Customer require changes to the Description of Processing it shall provide an amended version (a "**Revised Description**") to Ramtech. Such Revised Description shall be deemed to have replaced the Description of Processing within five (5) days' of Ramtech's written confirmation and this Agreement shall be deemed amended accordingly on that date. If the nature of the Processing under this Agreement changes in such a way as to change the scope of the Services, Ramtech shall be entitled to amend the charges for the Services accordingly;
- 3.3.2 ensure that all instructions it issues to Ramtech comply with Applicable Data Protection Laws; and
- 3.3.3 be and remain solely responsible for determining the legal basis and conditions for the Processing of all Customer Personal Data under this Agreement.

**4. LIABILITY**

- 4.1 To the extent permitted by law, Ramtech accepts no liability for any: (i) inaccurate data (including Personal Data) provided to the Customer as part of the Services to the extent that such inaccuracy arises from incorrect data provided by the Customer, Users, any Data Subjects or any of Ramtech's sources that are not Sub-Processors; or (ii) representations, guarantees or conditions that the Services and/or the Personal Data are fit for a particular purpose or will meet the Customer's requirements.
- 4.2 Ramtech shall not be liable for any Liabilities in connection with this Agreement or the Services to the extent that Ramtech is not in any way responsible for the event giving rise to the Liabilities and/or the Customer or its Related Persons are responsible for the Liabilities, in each case, in accordance with Article 82 of the UK GDPR.
- 4.3 The Customer shall indemnify Ramtech's against all Liabilities arising out of or in connection with any breach by the Customer of the provisions of this Data Protection Schedule including all amounts paid or payable by Ramtech to a third party (including its Personnel) which would not have been paid or payable if the Customer's breach of this Data Protection Schedule had not occurred. For the avoidance of doubt, the Parties agree that any limitation or exclusion of liability set out in the Agreement will not apply to the Customer's indemnification or reimbursement obligations under this paragraph 4.



## **APPENDIX 1**

### **DESCRIPTION OF PROCESSING - REACT**

#### **Processing of Personal Data**

Subject matter: REACT

Nature: The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, disclosure by transmission, making available, erasure and destruction of Customer Personal Data.

Duration: Until termination of the Agreement.

#### **Categories of Data Subjects**

The Personal Data concern the following categories of Data Subjects:

Personal data recorded relating to corporate identifying information of customers and the customer's end users.

#### **Purposes of the Processing**

The Processing is necessary for the following purposes:

To Process Customer Personal Data as necessary to enable Ramtech to perform the Services pursuant to this Agreement.

#### **Categories of Personal Data**

The Personal Data Processed fall within the following categories:

Personal data processed will include corporate identifying information such as company name, email address, phone number and job title. Customers will then use REACT to record an end user's alert event including the recording of medical alert and GPS location.

#### **Special categories of Personal Data (if applicable)**

The Personal Data Processed fall within the following special categories of Personal Data/Article 10 data:

N/A

#### **Rights and obligations of the Controller**

The rights and obligations of Customer where it is a Controller shall be as set out in this Agreement and Applicable Data Protection Laws.

## **APPENDIX 2**

### **DESCRIPTION OF PROCESSING – LEISURE**

#### **Processing of Personal Data**

Subject matter: WiSE

Nature: The collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, disclosure by transmission, making available, erasure and destruction of Customer Personal Data.

Duration: Until termination of the Agreement.

#### **Categories of Data Subjects**

The Personal Data concern the following categories of Data Subjects:

Personal data recorded relating to corporate identifying information of customers and the customer's end users.

#### **Purposes of the Processing**

The Processing is necessary for the following purposes:

To Process Customer Personal Data as necessary to enable Ramtech to perform the Services pursuant to this Agreement.

#### **Categories of Personal Data**

The Personal Data Processed fall within the following categories:

Personal data processed will include corporate identifying information such as company name, email address, phone number and job title.

#### **Special categories of Personal Data (if applicable)**

The Personal Data Processed fall within the following special categories of Personal Data/Article 10 data:

N/A

#### **Rights and obligations of the Controller**

The rights and obligations of Customer where it is a Controller shall be as set out in this Agreement and Applicable Data Protection Laws.