



Agreed Terms

1. Interpretation

The definitions and rules of interpretation in this clause apply in this agreement.

Account(s): the Customer's GeoTag account and any other Customer accounts held with TAZAAR that provide the Customer with access to the GeoTag Data.

Affiliates: the party's holding companies, subsidiaries and its' holding companies' subsidiaries (as such terms are defined by s.1159 Companies Act 2006).

Applicable Data Protection Laws: means:

A) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

B) To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which TAZAAR is subject, which relates to the protection of personal data.

Applicable Laws: all applicable laws, statutes and regulations from time to time in force.

Authorised Users: the individuals who are authorised by the Customer to use the Services and the Documentation as specified in the Order Form or otherwise agreed by the parties in writing.

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

Change of Control: the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and **controls, controlled** and the expression **change of control** shall be construed accordingly.

Confidential Information: information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 17.5.

Customer: the business entering into this agreement with TAZAAR for the purpose of purchasing GeoTags and the Services, as set out in the Order Form (including Integration Customers).

Customer Personal Data: any personal data which TAZAAR processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

Delivery Location: the delivery address, as set out in the Order Form.



Documentation: (i) the documentation made available to the Customer by TAZAAR online via <https://www.tazaar.io/> or such other web address notified by TAZAAR to the Customer from time to time which sets out a description of the Services and the user instructions for the Services; and (ii) the documentation, including technical specifications and set up documents, made available to the Customer by TAZAAR in respect of the GeoTags.

Effective Date: the date of this agreement.

End Customer: the Integration Customer's end customer for the Unit and the Services.

End User Data: (i) the data inputted by the Customer, Authorised Users, or TAZAAR on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services; and (ii) the GeoTag Data.

EU GDPR: means the General Data Protection Regulation ((EU) 2016/679), as it has effect in EU law.

Fees: the GeoTag Fees and the Subscription Fees.

GeoTag: a GeoTag GPS tracking device tailored for high-value equipment provided by TAZAAR to the Customer under this agreement that provides the GeoTag Data on the GeoTag Platform.

GeoTag Data: the data, including tracking information, generated by each GeoTag and displayed on the GeoTag Platform.

GeoTag Fees: the fees payable by the Customer to TAZAAR for the GeoTags and for the Subscriptions for the Initial Subscription Term for those GeoTags, as set out in the Order Form.

GeoTag Platform: the online GeoTag server, a cloud-hosted web application, supplied by TAZAAR as part of the Services which displays the GeoTag Data (and which may be a standalone platform for GeoTag or part of a broader platform for GeoTag and other services offered by TAZAAR).

Heightened Cybersecurity Requirements: any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, which are applicable to either the Customer or an Authorised User relating to security of network and information systems and security breach and incident reporting requirements, which may include the cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time.

Initial Subscription Term: 2 years from the Effective Date.

Intellectual Property Rights: copyright and related rights, trade marks, trade names, business names and domain names, rights in get-up, rights in goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, topography rights, rights to use, and protected the



confidentiality of, confidential information (including know-how and trade secrets) and all other similar forms of 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.

Integration Customer: a Customer that integrates the GeoTag into a Unit and supplies the Unit (either directly or indirectly) to the End Customer.

Intermediary: any organisation in the supply chain between the Integration Customer and the End Customer and **"Intermediaries"** is construed accordingly.

Normal Business Hours: 8.00 am to 6.00 pm local UK time, each Business Day.

Order Form: the order form signed by the parties setting out the particulars of the agreement.

QR Code: a quick-response, machine-readable code.

Renewal Period: the period described in clause 20.1.

Services: the subscription services provided by TAZAAR to the Customer under this agreement via <https://www.tazaar.io/> or any other website notified to the Customer by TAZAAR from time to time, as more particularly described in the Documentation, which relate to the GeoTags and GeoTag Platform that TAZAAR provides.

Software: the online software applications to which access is provided by TAZAAR as part of the Services.

Specification: as defined in clause 7.1.

Subscriptions: the GeoTag Platform subscription purchased by the Customer pursuant to clause 14 which entitle Authorised Users to access and use the Services and the Documentation in relation to a GeoTag in accordance with this agreement.

Subscription Fees: the subscription fees payable by the Customer to TAZAAR for the Subscriptions following completion of the Initial Subscription Term, as set out in the Order Form.

Support Services Policy: TAZAAR's policy for providing support in relation to the Services as made available at <https://www.tazaar.io/> or such other website address as may be notified to the Customer from time to time.

TAZAAR: TAZAAR LTD, a company incorporated and registered in England and Wales with company number 13575876 whose registered office is at 21 Albemarle Street, London, England, W1S 4BS.

TAZAAR Personal Data: any personal data that TAZAAR processes in connection with this agreement, in the capacity of a controller, including the End User Data.



Term: has the meaning given in clause 20.1 (being the Initial Subscription Term together with any subsequent Renewal Periods).

Unit: A single physical product, piece of equipment or part or component thereof to which the GeoTag is attached or incorporated.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Virus: any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be construed accordingly.

- 1.1 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.2 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to a statute or statutory provision is a reference to it as it is in force as at the date of this agreement.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this agreement under that statute or statutory provision.
- 1.8 A reference to writing or written includes e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.

2. Scope of this Agreement



2.1 TAZAAR has developed:

2.1.1 GeoTag, its' proprietary GPS tracking solution, which can be purchased by the Customer to track Units; and

2.1.2 the GeoTag Platform, its proprietary technology platform, which can be used to access GeoTag Data to track the movement and location of Units.

2.2 This agreement governs the purchase of GeoTags and their associated Services by the Customer from TAZAAR for use to help keep track of Units.

2.3 Except as expressly set out in this agreement, the Customer shall use the GeoTags and their associated Services solely for its own business purposes and shall not sell or supply them to any third party.

3. Customer Business Status

By accepting the terms of this agreement, the Customer represents and warrants that it is a business entity or acting in a professional capacity and is not a consumer as defined under consumer laws. The Customer agrees that the GeoTags and the Services provided under this Agreement are intended solely for commercial and professional use, and the Customer assumes all responsibility for compliance with the applicable laws related to such use. The Customer shall not make the GeoTags or the Services available to consumers (either directly or indirectly). TAZAAR disclaims all obligations and liabilities that arise under consumer laws, as the GeoTags and the Services are not intended for personal use.

4. Integration Customers and Rentals

4.1 Where the Customer is an Integration Customer as set out in the Order Form:

4.1.1 the Integration Customer may:

4.1.1.1 integrate the GeoTags into the Units and sell or supply the Units to End Customers (either directly or indirectly); and

4.1.1.2 permit the End Customers to use the Services and Documentation for the Initial Subscription Term;

4.1.2 the Integration Customer is solely responsible for each Intermediary and for the End Customer and shall procure that no Intermediary or End Customer makes any claim against TAZAAR in relation to the GeoTags or the Services; and

4.1.3 the Integration Customer shall:

4.1.3.1 display the GeoTag logo provided by TAZAAR on the exterior of the Unit at the original sticker aspect ratio which shall be at least 10mm in height (for example on the connector panel or information sticker along with the other logos and certifications such as CE marking);

4.1.3.2 procure that each Intermediary and the End Customer complies with the Integration Customer's obligations and responsibilities in this agreement,



including clauses 6.4, 8.1, 8.2, 8.4, 9.2, 9.3, 9.4, 9.5, 12, 13.3, 13.4, 13.7, 13.8, 13.9, 13.10, 14, 16.1, 17, 19, 20.4; and

4.1.3.3 be responsible for the acts and omissions of each Intermediary and the End Customer in relation to the GeoTags and/or the Services as if they are the acts and omissions of the Integration Customer.

4.2 To give effect to this clause 4, the parties agree that the relevant provisions of this agreement shall be interpreted so that references to the "Customer" are deemed to include each "Intermediary" and the "End Customer" (as applicable).

4.3 The Integration Customer acknowledges that at the end of the Initial Subscription Term, the End Customer will be required to enter into a direct contract with TAZAAR to continue the Subscription. The Integration Customer shall provide TAZAAR with the names and contact details of the End Customer at least 6 months prior to the end of the Initial Subscription Term and shall co-operate with TAZAAR to transition the End Customer to a direct contract with TAZAAR for the Subscriptions.

4.4 Nothing in this agreement shall prevent the Customer (or End Customer) renting the Units to third parties provided the third parties are not granted access to the Services.

5. Ordering GeoTags

5.1 The Customer may order GeoTags by entering into an Order Form with TAZAAR.

5.2 Each Order Form shall be a separate agreement between the parties which is governed by the terms of this agreement.

6. Delivery, Activation and Installation of GeoTags

6.1 Following the execution of the Order Form:

6.1.1 TAZAAR shall configure the GeoTags so they are registered on the GeoTag Platform and set up so the GeoTag Data can be accessed by the Customer by logging into its' Account(s) or by accessing its' Account(s) via QR Code (where TAZAAR has enabled QR Code access to Account(s)).

6.1.2 TAZAAR shall deliver the GeoTags to the Customer at the agreed Delivery Location. Delivery of each GeoTag shall include:

6.1.2.1 the GeoTag hardware;

6.1.2.2 a unique QR Code;

6.1.2.3 the details for the Customer's GeoTag Account; and

6.1.2.4 the Documentation for the GeoTag.

6.2 Delivery will be deemed complete when the GeoTags are delivered by (or on behalf of) TAZAAR to the Delivery Location.

6.3



- 6.4 Each GeoTag shall be deemed accepted by the Customer upon delivery, unless the Customer notifies TAZAAR of any material defects within 5 Business Days of delivery. If the Customer notifies TAZAAR of a material defect, which is accepted by TAZAAR, TAZAAR shall promptly repair or replace the GeoTag at no cost to the Customer, which shall be the Customer's sole right and remedy in relation to the GeoTag.
- 6.5 The Customer is solely responsible for correctly installing the GeoTags on or within the Units and for:
- 6.5.1 ensuring that the installation of the GeoTags does not cause any damage to the GeoTags or the Units;
 - 6.5.2 ensuring that the GeoTags are installed so that they charge correctly when the Unit is powered; and
 - 6.5.3 ensuring that the installation of the GeoTags is carried out in accordance with all Documentation and Applicable Laws by appropriately qualified persons and that no person is harmed by the installation,
- and TAZAAR shall have no liability to the Customer in respect of these matters (except where they are caused as a direct result of the Customer appropriately following the Documentation).
- 6.6 All delivery dates given by TAZAAR are estimates only and time shall not be of the essence of this agreement.
- 6.7 Risk in the GeoTags shall pass to the Customer on delivery at the Delivery Location. Title to the GeoTags shall pass to the Customer on the later of TAZAAR receiving payment for the GeoTag Fees and delivery at the Delivery Location. Until title to the GeoTags has passed to the Customer, the Customer shall keep the GeoTags in good condition and TAZAAR shall have the right to enter the Customer's premises and access equipment to recover them at any time.

7. Bespoke GeoTags

- 7.1 If the parties agree that TAZAAR will create bespoke GeoTags for the Customer, then the parties shall work together to create a specification for the GeoTags ("**Specification**").
- 7.2 Once the Specification has been approved by both parties, TAZAAR shall build the bespoke GeoTags in accordance with the Specification and deliver them to the Customer in accordance with this agreement.
- 7.3 It is the Customer's responsibility to ensure that:
- 7.3.1 it provides TAZAAR with full, accurate and complete information in relation to the bespoke GeoTags; and
 - 7.3.2 the Specification meets the Customer's requirements for the bespoke GeoTags,



and TAZAAR shall have no liability to the Customer where the bespoke GeoTags are not fit for purpose despite being built in accordance with the Specification.

8. Use of the GeoTags

- 8.1 The Customer shall not:
 - 8.1.1 attempt to copy, modify, open up, disassemble or otherwise interfere with the GeoTags;
 - 8.1.2 license, sell, rent, lease, transfer, assign, distribute, disclose, or otherwise commercially exploit, or otherwise make the GeoTags available to any third party or use them for the benefit of any third party, except as expressly permitted by this agreement without TAZAAR's written consent; or
 - 8.1.3 for the Term or for 5 years from the Effective Date (whichever is less) create, market or supply, and procure its Affiliates do not create, market or supply, any product or service which competes with the GeoTags or the Services.
- 8.2 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the GeoTags and, in the event of any such unauthorised access or use, promptly notify TAZAAR.
- 8.3 The Customer shall be solely responsible for taking care of the GeoTags following delivery to the Customer. If the GeoTags are damaged, destroyed, lost or stolen, TAZAAR shall have no liability to the Customer and the Customer shall still be required to pay TAZAAR all the Fees in full for the Term in accordance with this agreement.
- 8.4 The Customer shall be solely responsible for charging the GeoTags to ensure they have sufficient battery power to operate correctly. TAZAAR shall have no liability to the Customer for any loss or damage incurred by the Customer where the GeoTags have not been sufficiently charged.
- 8.5 The Customer shall ensure that it either owns the Units, or has the permission of the owner of the Units to install and use the GeoTags with the Units, and that the installation and use of the GeoTags with the Units will not infringe the rights of any third party.

9. Subscriptions and use of the Services

- 9.1 Subject to the Customer paying the Fees to TAZAAR and the restrictions set out in this agreement, TAZAAR hereby grants to the Customer a non-exclusive, non-transferrable right, without the right to grant sublicences, to permit the Authorised Users to use the Services and Documentation for the for the Term.
- 9.2 The types and maximum number of Authorised Users permitted to access the Services and Documentation shall be agreed in the Order Form. The Customer shall ensure that access to the Services and the Documentation is restricted to



the types and agreed number of Authorised Users set out in the Order Form or approved by TAZAAR in writing and any access or use beyond the agreed types or number of Authorised Users shall constitute a material breach of this agreement which is not capable of remedy and, without prejudice to TAZAAR's other rights and remedies, may result in TAZAAR charging the Customer for such additional access and use at TAZAAR's then prevailing rates (which the Customer shall pay to TAZAAR on demand) and/or in TAZAAR removing that Authorised User's access to the Services and the Documentation without incurring any liability to the Customer.

9.3 The Customer shall not access, store, distribute or transmit any Viruses, or any material during its use of the Services that:

- (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (b) facilitates illegal activity;
- (c) depicts sexually explicit images;
- (d) promotes unlawful violence;
- (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (f) is otherwise illegal or causes damage or injury to any person or property;

and TAZAAR 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 clause.

9.4 The Customer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement:
 - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or
 - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;

- (c) except as permitted by this agreement, use the Services and/or Documentation to provide services to third parties;
 - (d) except as permitted by this agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users;
 - (e) except as permitted by this agreement, attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation; or
 - (f) introduce or permit the introduction of any Virus or Vulnerability into TAZAAR's network and information systems.
- 9.5 The Customer shall ensure all logins and passwords for the Services are kept confidential and the Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify TAZAAR.
- 9.6 The rights provided under this clause 9 are granted to the Customer only, and shall not be considered granted to any Affiliate of the Customer.

10. Services

- 10.1.1 TAZAAR shall, during the Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this agreement.
- 10.2 TAZAAR shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
- (a) planned maintenance carried out during the maintenance window of 10.00 pm to 2.00 am UK time; and
 - (b) unscheduled maintenance performed outside Normal Business Hours, provided that TAZAAR has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.
- 10.3 TAZAAR will, as part of the Services, provide the Customer with TAZAAR's standard customer support services in the package tier selected by the Customer during Normal Business Hours in accordance with TAZAAR's Support Services Policy in effect at the time that the Services are provided. TAZAAR may amend the Support Services Policy in its sole and absolute discretion from time to time. The Customer may purchase enhanced support services separately at TAZAAR's then current rates.

11. Data protection

- 11.1 For the purposes of this clause 10, the terms **controller, processor, data subject, personal data, personal data breach** and **processing** shall have the meaning given to them in the UK GDPR.

- 11.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under Applicable Data Protection Laws.
- 11.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, TAZAAR shall process the personal data as set out in Schedule 1 as processor on behalf of the Customer.
- 11.4 Should the determination in clause 11.3 change, the parties shall use all reasonable endeavours to make any changes that are necessary to this clause 11 and Schedule 1.
- 11.5 The Customer consents to (and shall procure all required consents from the Authorised Users and its' personnel, representatives and agents in respect of) all actions taken by TAZAAR in connection with the processing of TAZAAR Personal Data, provided these are in compliance with the then-current version of TAZAAR's privacy policy available at <https://www.tazaar.io/general-clean>.
- 11.6 Without prejudice to the generality of clause 11.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable the lawful transfer of TAZAAR Personal Data and Customer Personal Data to TAZAAR and/or lawful collection of the same by TAZAAR for the duration and purposes of this agreement.
- 11.7 In relation to the Customer Personal Data, Schedule 1 sets out the scope, nature and purpose of processing by TAZAAR, the duration of the processing and the types of personal data and categories of data subject.
- 11.8 Without prejudice to the generality of clause 10.2, TAZAAR shall, in relation to Customer Personal Data:
- (a) process that Customer Personal Data only on the documented instructions of the Customer, which shall be to process the Customer Personal Data for the purposes set out in Schedule 1 (Processing, personal data and data subjects) unless TAZAAR is required by Applicable Laws to otherwise process that Customer Personal Data (**Purpose**). Where TAZAAR is relying on Applicable Laws as the basis for processing Customer Processor Data, TAZAAR shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit TAZAAR from so notifying the Customer on important grounds of public interest. TAZAAR shall inform the Customer if, in the opinion of TAZAAR, the instructions of the Customer infringe Applicable Data Protection Laws;
 - (b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data, which the Customer has reviewed and confirms are appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

- (c) ensure that any personnel engaged and authorised by TAZAAR to process Customer Personal Data have committed themselves to confidentiality or are under an appropriate statutory or common law obligation of confidentiality;
- (d) assist the Customer insofar as this is possible (taking into account the nature of the processing and the information available to TAZAAR), and at the Customer's cost and written request, in responding to any request from a data subject and in ensuring the Customer's compliance with its obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (e) notify the Customer without undue delay on becoming aware of a personal data breach involving the Customer Personal Data;
- (f) at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination of the agreement unless TAZAAR is required by Applicable Law to continue to process that Customer Personal Data. For the purposes of this clause 11.8(f) Customer Personal Data shall be considered deleted where it is put beyond further use by TAZAAR; and
- (g) maintain records to demonstrate its compliance with this clause 11, and allow for reasonable audits by the Customer or the Customer's designated auditor, for this purpose, on reasonable written notice.

11.9 The Customer provides its prior, general authorisation for TAZAAR to:

- (a) appoint processors to process the Customer Personal Data, provided that TAZAAR:
 - (i) shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on TAZAAR in this clause 11;
 - (ii) shall remain responsible for the acts and omission of any such processor as if they were the acts and omissions of TAZAAR; and
 - (iii) shall inform the Customer of any intended changes concerning the addition or replacement of the processors, thereby giving the Customer the opportunity to object to such changes provided that if the Customer objects to the changes and cannot demonstrate, to TAZAAR's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the Customer shall indemnify TAZAAR for any losses, damages, costs (including legal fees) and expenses suffered by TAZAAR in accommodating the objection.
- (b) transfer Customer Personal Data outside of the UK as required for the Purpose, provided that TAZAAR shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these

purposes, the Customer shall promptly comply with any reasonable request of TAZAAR, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Commissioner from time to time (where the UK GDPR applies to the transfer).

11.10 Either party may, at any time on not less than 30 days' notice, revise this clause 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

11.11 TAZAAR's liability for losses arising from breaches of this clause 11 is as set out in clause 19.419.5

12. Third party providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. TAZAAR makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third party website is between the Customer and the relevant third party, and not TAZAAR. TAZAAR recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. TAZAAR does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

13. TAZAAR's obligations

13.1 TAZAAR undertakes that except as expressly set out otherwise in this agreement:

13.1.1 the GeoTags shall be fit for any purpose held out by TAZAAR;

13.1.2 the GeoTags shall be free from defects in design, material and workmanship and remain so:

13.1.2.1 for 12 months after delivery for standard GeoTags; and

13.1.2.2 for 24 months after delivery for bespoke GeoTags; and

13.1.3 the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

13.2 The undertaking at clause 13.1 shall not apply to the extent of any non conformance which is caused by use of the GeoTags or the Services contrary to TAZAAR's instructions, or modification or alteration of the GeoTags or the Services by any party other than TAZAAR or TAZAAR's duly authorised



contractors or agents. If the GeoTags or the Services do not conform with the foregoing undertaking, TAZAAR will, at its expense, use all reasonable commercial endeavours to correct any such non conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 13.1.

13.3 TAZAAR:

- (a) does not warrant that there will be consistent or global network coverage for the GeoTags, which means there may be times when the GeoTags cannot track the Units;
- (b) does not warrant that:
 - (i) the Customer's use of the Services will be uninterrupted or error free; or
 - (ii) the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements;
 - (iii) the Software or the Services will be free from Vulnerabilities or Viruses; or
 - (iv) the Software, Documentation or Services will comply with any Heightened Cybersecurity Requirements.
- (c) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks (in particular, mobile networks) and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

13.4 The Customer acknowledges that the GeoTags have been designed to offer near real-time location monitoring and that the GeoTag Data may not always be up to date.

13.5 This agreement shall not prevent TAZAAR from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this agreement.

13.6 TAZAAR warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

13.7 The GeoTags and / or Services may incorporate third-party software components which are licensed under third-party or open-source licence terms. The Customer shall comply with the third-party or open-source licence terms, which are available at [\[INSERT LINK\]](#).

- 13.8 TAZAAR shall follow its archiving procedures for End User Data as set out in its back-up policy as may be notified to the Customer from time to time, as such document may be amended by TAZAAR in its sole discretion from time to time. In the event of any loss or damage to End User Data, the Customer's sole and exclusive remedy against TAZAAR shall be for TAZAAR to use reasonable commercial endeavours to restore the lost or damaged End User Data from the latest back-up of such End User Data maintained by TAZAAR in accordance with the archiving procedure described in its back-up policy. TAZAAR shall not be responsible for any loss, destruction, alteration or disclosure of End User Data caused by any third party (except those third parties sub-contracted by TAZAAR to perform services related to End User Data maintenance and back-up for which it shall remain fully liable).
- 13.9 TAZAAR shall own all right, title and interest in and to all of the End User Data that is not personal data and grants the Customer a non-exclusive licence to use the End User Data for the purposes of this agreement throughout the Term.
- 13.10 TAZAAR shall have the unrestricted right to use, analyse, modify, and commercialise the End User Data that is not personal data in any manner, including but not limited to creating insights, reports or other commercial products and services. This right shall continue during and after the term of this agreement.

14. Customer's obligations

14.1 The Customer shall:

- (a) provide TAZAAR with:
 - (i) all necessary cooperation in relation to this agreement; and
 - (ii) all necessary access to such information as may be required by TAZAAR in order to provide the GeoTags and the Services, including but not limited to End User Data, security access information and configuration services;
- (b) without affecting its other obligations under this agreement, comply with all applicable laws and regulations with respect to its activities under this agreement;
- (c) carry out all other Customer responsibilities set out in this agreement 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, TAZAAR may adjust any agreed timetable or delivery schedule as reasonably necessary;
- (d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement;
- (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for TAZAAR, its contractors and agents to perform their obligations under this agreement, including without limitation the Services;



- (f) ensure that its network and systems comply with the relevant specifications provided by TAZAAR from time to time; and
- (g) be, to the extent permitted by law and except as otherwise expressly provided in this agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to TAZAAR's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

15. Charges and payment

15.1 The Customer shall pay the Fees to TAZAAR in accordance with this clause 15 and the Order Form.

15.2 The Customer shall on the Effective Date provide to TAZAAR valid, up-to-date and complete credit card details or approved purchase order information acceptable to TAZAAR and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:

- (a) its credit card details to TAZAAR, the Customer hereby authorises TAZAAR to bill such credit card:

- (i) on the Effective Date for the GeoTag Fees payable in respect of the GeoTags purchased; and

- (ii) where the parties have agreed in writing to the Renewal Period under clause 20.1, at the end of the Initial Subscription Term and on each anniversary of the Effective Date thereafter, for the Subscription Fees payable in respect of the next Renewal Period;

- (b) its approved purchase order information to TAZAAR, TAZAAR shall invoice the Customer:

- (i) on the Effective Date for the GeoTag Fees payable in respect of the GeoTags purchased; and

- (ii) where the parties have agreed in writing to the Renewal Period under clause 20.1, up to 30 days prior to the end of the Initial Subscription Term and each anniversary of the Effective Date thereafter, for the Subscription Fees payable in respect of the next Renewal Period,

and the Customer shall pay each invoice under 15.2(b) within 30 days after the date of such invoice.

15.3 If TAZAAR has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of TAZAAR:

- (a) TAZAAR may, without liability to the Customer, disable the Customer's Subscriptions, account and access to all or part of the



Services and TAZAAR shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and

(b) interest shall accrue on a daily basis on such due amounts at an annual rate equal to 3% over the then current base lending rate of TAZAAR's bankers in the UK from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.

15.4 All amounts and fees stated or referred to in this agreement:

(a) shall be payable in pounds sterling, unless otherwise agreed in writing between the parties;

(b) are non-cancellable and non-refundable;

(c) are exclusive of value added tax, which shall be added to TAZAAR's invoice(s) at the appropriate rate.

15.5 Further to clause 15.4(a) should the Customer make payment in any currency other than pounds sterling, the Customer shall be responsible for all currency conversion (or any related) costs, and shall ensure that after conversion TAZAAR receives full payment of the relevant amount in pounds sterling.

16. Proprietary rights

16.1 The Customer acknowledges and agrees that TAZAAR and/or its licensors own all Intellectual Property Rights in the GeoTags, the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the GeoTags, the Services or the Documentation.

16.2 The Customer acknowledges that if TAZAAR builds bespoke GeoTags for the Customer under clause 7, all Intellectual Property Rights in the bespoke GeoTags belong to TAZAAR and/or its licensors. To the extent any Intellectual Property Rights vest in the Customer, the Customer hereby irrevocably assigns them to TAZAAR with full title guarantee (including by way of present assignment of future rights).

16.3 TAZAAR confirms that it has all the rights in relation to the GeoTags, the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

17. Confidentiality

17.1 Each party may be given access to Confidential Information from the other party for the purposes of this agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;



- (b) was in the receiving party's lawful possession before the disclosure;
- (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
- (d) is independently developed by the receiving party, which independent development can be shown by written evidence.

17.2 Subject to clauses 17.3 and 17.4, each party:

17.2.1 shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party; and

17.2.2 shall not use the other's Confidential Information for any purpose other than the implementation of this agreement.

17.3 Each party may disclose other's Confidential Information to its officers, employees, contractors, agents or customers who need to receive it for the purposes of this agreement ("**Recipients**"). Each party shall ensure its Recipients comply with this clause 17 in respect of the other's Confidential Information.

17.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 17.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.

17.5 The Customer acknowledges that details of the composition and technical functionality of the GeoTags, the Services, the results of any performance tests of the GeoTags or the Services, and the Documentation constitute TAZAAR's Confidential Information.

17.6 No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

18. Indemnity

18.1 The Customer shall indemnify TAZAAR against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's installation or use of the GeoTags, the Services and/or Documentation, provided that:

- (a) the Customer is given prompt notice of any such claim;



(b) TAZAAR provides reasonable cooperation to the Customer in the defence and settlement of such claim, at the Customer's expense; and

(c) the Customer is given sole authority to defend or settle the claim.

18.2 The indemnity in clause 18.1 shall apply to claims, actions and proceedings made against TAZAAR as a result of the death or personal injury of any person in relation to the GeoTags, unless caused by a defect in the GeoTags or TAZAAR's negligence.

18.3 TAZAAR shall defend the Customer against any claim that the Customer's use of the GeoTags, the Services or Documentation in accordance with this agreement infringes any United Kingdom patent effective as of the Effective Date, copyright, trade mark, database right or right of confidentiality, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:

(a) TAZAAR is given prompt notice of any such claim;

(b) the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to TAZAAR in the defence and settlement of such claim, at TAZAAR's expense; and

(c) TAZAAR is given sole authority to defend or settle the claim.

18.4 In the defence or settlement of any claim, TAZAAR may procure the right for the Customer to continue using the GeoTags, the Services or the Documentation, or replace or modify them so that they become non-infringing or, if such remedies are not reasonably available, terminate this agreement on 2 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.

18.5 In no event shall TAZAAR, its employees, agents and subcontractors be liable to the Customer to the extent that the alleged infringement is based on:

(a) a modification of the GeoTags, the Services or Documentation by anyone other than TAZAAR; or

(b) the use of the GeoTags, the Services or Documentation in a manner contrary to the instructions given by TAZAAR; or

(c) the use of the GeoTags, the Services or Documentation after notice of the alleged or actual infringement from TAZAAR or any appropriate authority.

18.6 The foregoing and clause 19 states the Customer's sole and exclusive rights and remedies, and TAZAAR's (including TAZAAR's employees', agents' and subcontractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

19. Limitation of liability



19.1 The Customer acknowledges that the GeoTags are not a substitute for insurance and it is the Customer's responsibility to:

19.1.1 insure the Units appropriately against damage, destruction, disruption, delay, loss and theft; and

19.1.2 insure its' business for all damage, loss and liability the Customer may suffer as a result.

19.2 Except as expressly and specifically provided in this agreement:

(a) the Customer assumes sole responsibility for results obtained from the use of the GeoTags, the Services and the Documentation, and for conclusions drawn from such use, including those related to the activation and installation of the GeoTags under clause 6. TAZAAR shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to TAZAAR by the Customer in connection with the GeoTags or the Services, or any actions taken by TAZAAR at the Customer's direction;

(b) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this agreement;

(c) the GeoTags, the Services and the Documentation are provided to the Customer on an "as is" basis;

(d) TAZAAR does not guarantee the accuracy or timeliness of the tracking data from the GeoTags or the detectability of the GeoTags;

(e) TAZAAR does not guarantee uninterrupted functionality, connectivity or specific battery performance for the GeoTags or the Services;

(f) TAZAAR makes no representation or warranty that the GeoTags or the Services comply with all legal requirements in every jurisdiction; and

(g) TAZAAR is not liable for any death or personal injury related to the use of the GeoTags, unless caused by a defect with the GeoTags or TAZAAR's negligence.

19.3 Nothing in this agreement excludes the liability of either party:

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

(b) for fraud or fraudulent misrepresentation; or

(c) any other matter which cannot be limited or excluded under Applicable Laws.

19.4 Subject to clause 19.3:



(a) on the basis that the Customer is responsible for insuring the Units and its' business under clause 19.1, TAZAAR shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, indemnity, misrepresentation, restitution or otherwise for any damage, destruction, disruption, delay, loss or theft of the Units or for any damage, loss or liability suffered as a result; and

(b) TAZAAR shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, indemnity, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or fines or penalties connected with conflicts with local laws or regulations or for any special, indirect or consequential loss, costs, damages, charges, or expenses, however arising under or in connection with this agreement.

19.5 Subject to clauses 19.2, 19.3 and 19.4, TAZAAR's total aggregate liability in contract, indemnity, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising under or in connection with the performance or contemplated performance of this agreement, shall be limited to the total Fees paid during the 12 months immediately preceding the date on which the claim was made.

19.6 Nothing in this agreement excludes the liability of the Customer for any breach, infringement or misappropriation of TAZAAR's Intellectual Property Rights.

20. Term and termination

20.1 This agreement shall commence on the Effective Date and shall continue for the Initial Subscription Term. Thereafter, this agreement may be renewed for successive periods of 12 months (each a **Renewal Period**) if both parties agree in writing before the end of the Initial Subscription Term or any Renewal Period. If no such agreement is reached, this agreement shall terminate upon the expiry of the applicable Initial Subscription Term or Renewal Period. This agreement may also be terminated in accordance with its other provisions and the Initial Subscription Term together with any subsequent Renewal Periods shall constitute the "**Term**".

20.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
- (b) the other party commits a material breach of any other term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
- (c) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its



debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

- (d) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (f) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (g) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership);
- (h) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clauses 16.2(c) to clause 16.2(j) (inclusive); or
- (l) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

20.3 Without affecting any other right or remedy available to it, TAZAAR may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) there is a Change of Control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010); or



(b) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

20.4 On termination of this agreement for any reason:

(a) all licences granted under this agreement shall immediately terminate and the Customer shall immediately cease all use of the GeoTags, the Services and/or the Documentation;

(b) each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

(c) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced; and

20.5 TAZAAR retains the rights to all End User Data to allow TAZAAR to contact Authorised Users with a view to them continuing to use the Services (either paid or unpaid) independently of the Customer.

20.6 Clauses which expressly or by implication survive the expiry or termination of this agreement shall continue in force, including clauses 4.3, 11, 14.1, 17, 19 and 21 to 34 (inclusive).

21. Force majeure

TAZAAR shall have no liability to the Customer under this agreement if it is prevented from or delayed in performing its obligations under this agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of TAZAAR or any other party), failure of a utility service or transport or telecommunications network, 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 subcontractors, provided that the Customer is notified of such an event and its expected duration.

22. Conflict

If there is an inconsistency between any of the provisions in the Order Form, the terms of this agreement, and Schedule 1, the documents shall be treated in the following order of significance:

(a) the Order Form;

(b) the terms of this agreement; and then

(c) Schedule 1.

23. Variation

TAZAAR may amend clause 20.1 to move to automatic renewal by giving the Customer at least 30 days' notice in writing, which shall come into effect on the date of the notification. Except as set out in this clause 23, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

24. Waiver

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

25. Rights and remedies

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

26. Severance

- 26.1 If any provision or part-provision of this 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 this agreement.
- 26.2 If any provision or part-provision of this agreement is deemed deleted under clause 26.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

27. Entire agreement

- 27.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 27.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.
- 27.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 27.4 Nothing in this clause shall limit or exclude any liability for fraud.



28. Assignment

- 28.1 The Customer shall not, without the prior written consent of TAZAAR, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 28.2 TAZAAR may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

29. No partnership or agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

30. Third party rights

This agreement does not confer any rights on any person or party (other than the parties to this agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

31. Counterparts

- 31.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 31.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy originals of their counterpart.
- 31.3 No counterpart shall be effective until each party has delivered to the other at least one executed counterpart.

32. Notices

- 32.1 Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement, or such other address as may have been notified by that party for such purposes or sent by email to the other party's email address as may have been notified by that party for such purposes.
- 32.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9 am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class



post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at the time of transmission (as shown by the timed printout obtained by the sender) unless out of Normal Business Hours in which case it shall be deemed to have been received on the next Business Day.

33. Governing law

This agreement 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.

34. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



Schedule 1 Processing, personal data and data subject

- 1.1 Scope, Nature, and Purpose of processing - the provision of the Services under this agreement.
- 1.2 Duration of the processing – for the duration of this agreement, retaining data only as necessary for the provision of Services.
- 1.3 Types of personal data - names, job titles, business contact details, GPS tracking / location data, environmental impact data.
- 1.4 Categories of data subject - the Customer's (and End-Customer's) employees, officers, contractors.