

1. INTRODUCTION

- 1.1 This page sets out the general software licensing terms and conditions (**General Terms**) which apply to any Software and Services (as defined below) which Joule (as defined below) licences or provides to any Customer (as defined below).
- 1.2 The parties' agreement for the licensing, use and provision of the Software and Services is made up of (i) these General Terms; (ii) the Quotation; and (iii) any other written document either issued by Joule (and expressly referring to and incorporating itself into the agreement) or any amendments or supplements to the agreement signed and agreed in writing between the parties. Together the above documents shall constitute and be known as the **Agreement** and apply to the contract between the parties to the exclusion of any other terms that the Customer may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3 When construing the meaning of the Agreement, the documents listed in clause 1.2 shall be interpreted in a reverse order of priority in the event of any inconsistency or conflict, with documents appearing later in the list taking priority over documents appearing earlier in the list.
- 1.4 These General Terms are published on Joule's website. The Customer should print or save a copy of these General Terms for its records.
- 1.5 Any order placed by the Customer shall only be deemed to be accepted upon Joule's signature of the Quotation at which point and on which date the Agreement shall come into existence.
- 1.6 Joule may amend these General Terms from time to time as set out in clause 15.12. Every time the Customer agrees a new Quotation with Joule it should check these General Terms to ensure that it understands the terms which will apply to the Agreement at that time. These General Terms were most recently updated on 4 June 2019.
- 1.7 Any Quotation issued by Joule shall be valid for a period of 28 days from the date of issue, if not counter-signed and returned by the Customer, at which point the offer outlined in the Quotation shall lapse.

2. INTERPRETATION

- 2.1 In the Agreement the following definitions and rules of interpretation shall apply:
- Agreement** has the meaning given to it in clause 1.2.
- Authorised Users** means those employees and agents of, and independent contractors providing services to, the Customer and any Subscribing Organisations only, who are authorised by the Customer to use the Software and its ancillary documentation, who have agreed to the terms of the EULA.
- Business Day** means any day which is not a Saturday, Sunday, bank or public holiday in Northern Ireland or England.
- Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** each have the meaning given to them in the Data Protection Legislation.
- Commencement Date** means the date specified for commencement of the licence in the Quotation, or if none is specified, the date the Quotation was first signed by the Customer.
- Confidential Information** means in relation to either party, any or all information of a confidential nature (whether in oral, written or electronic form) including trade secrets and information of commercial value known and belonging to that party and concerning its business, suppliers, customers, products or services (including without limitation the Software and its ancillary documentation) and any other information which the recipient knows or is notified or has reason to believe is confidential to the disclosing party.
- Customer** means the person licensing the Software from Joule, as noted in the Quotation.
- Customer Data** means the data, content and images inputted by the Customer, Subscribing Organisations, Authorised Users, or (if applicable) Joule (or its sub-contractors) on the Customer's behalf for the purpose of facilitating the Customer's use of the Software.
- Customer Equipment** means, in respect of the Cloud Software, a functioning hardware system and software facilitating access to Google Chrome, Mozilla Firefox, Safari or Microsoft Edge in the latest three versions, and, in respect of the App, a modern Apple or Android device capable of running applications, operating within the last three versions of the relevant operating system, access to the Apple or Android app store, internet access and Wi-Fi access where required.
- Data Protection Legislation:** the UK Data Protection Legislation and (for so long as and to the extent that they are legally binding upon the parties and relevant to the Personal Data in question) the General Data Protection Regulation ((EU) 2016/679) and/or any other directly applicable European Union other legislation and regulatory requirements force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications).
- EULA** means the end-user licence agreement (incorporating Joule's separate Privacy Policy and cookies policy) which all Authorised Users are required to sign up to before beginning to use the Software.
- General Terms** has the meaning given to it in clause 1.1.
- Hosting Services** means hosting of the Software and making it available for access to Managers (in the case of the Cloud Software) via Joule's

Software platform available at the website Joule may specify from time to time using the Customer Equipment, or to Users (in the case of the App) using the Customer Equipment.

Initial Subscription Term means the initial subscription term set out in the Quotation provided by Joule, inclusive of any Trial Period, which shall be twelve (12) months where no term is specified.

Joule means Joule Digital Solutions Limited a company incorporated in England with registered company number 11989911 and registered office address at 158 (2nd Floor) Buckingham Palace Road, London, SW1W 9TR.

Licence Restrictions means the licence restrictions specified in the Quotation or elsewhere in the Agreement.

Licence Type means either a Manager Licence or a User Licence.

Manager means an Authorised User licensed under subscription to access the Cloud Software (as well as the App) and to develop and create a framework for the Customer's bespoke inspection, compliance and risk management requirements, and to monitor same. **Manager Licence** shall be construed accordingly.

Measures has the meaning given to it in clause 13.5.

Payment Terms means the payment terms for payment of the Subscription Charges, Service Charges and any other charges as between the parties.

Purpose means a Manager accessing and using the Cloud Software to develop and create a framework for the Customer's bespoke inspection, compliance and risk management requirements, and for Users to work with that framework, and otherwise make use of any of the functionality offered by the Software (including that contemplated within its ancillary documentation) in respect of a specific Site, as indicated in the Quotation, as it is functionally contemplated to operate, in accordance with the Agreement, only.

Privacy Policy has the meaning given to it in clause 10.2.

Quotation means the written quotation for, among other things, use of the Software, provided by Joule to the Customer.

Relevant Standards has the meaning given to it in clause 13.7.

Renewal Period means rolling terms of 12 months (or such other period as may be specified in the Quotation).

Retail Prices Index or RPI means the index of that name published by the UK Office of National Statistics, or such successor body or successor index as shall apply from time to time in future (so as to most closely mirror RPI).

Services means any bespoke professional services to be provided by Joule to the Customer (as agreed from time to time or set out in the Quotation), other than the Hosting Services or basic Support, including for example, installation and technical assistance services on Site.

Service Charges means the service charges detailed in the Quotation for any Services, or which Joule confirms to the Customer from time to time in respect of any further agreed Services.

Site means the site and premises specified in the Quotation.

Software means the browser-based inspection, compliance and risk management manager software applications, collectively known as Joule Digital Solutions™ (the **Cloud Software**), and Joule's mobile-based inspection, fire safety management platform user software applications, collectively known as TFS-COMPLIANCE™ (the **App**) (each or both, as applicable, of the **Cloud Software** and the **App** together the **Software**) which are detailed in the Quotation only, including any upgrades to such Software either: (a) purchased by the Customer from time to time in return for payment of Joule's then prevailing charges; or (b) to which the Customer is otherwise entitled under the terms of the Agreement.

Subscribing Organisations means, in addition to the Customer, those other organisations (if any) referred to within the Quotation whose Authorised Users are permitted to use the Software and its ancillary documentation.

Subscription Charges means the total amount set out or provided for in the Quotation or otherwise payable in accordance with the terms of the Agreement, to be paid in accordance with the timeframes and other stipulations set out in the Agreement. Expanded licences may be purchased by the Customer from time to time in return for payment of Joule's then prevailing fees.

Subscription Term means the term beginning on the Commencement Date, and continuing for the Initial Subscription Term, and any Renewal Periods (subject to clause 14.3), unless and until the Agreement is terminated in accordance with its terms.

Support means the reasonable level of support services (subject to fair usage restrictions) to be provided by Joule in relation to each Authorised User, for the relevant Subscription Term, and made available, unless otherwise specified, during Joule's standard business hours (9am to 5pm UK time on Business Days) by email to info@joule-group.com. Remote access must be provided by the Customer to allow Joule access to the Customer Equipment for emergency fixes, if required and requested. Joule may also provide online support resources for Authorised Users.

Term means the term of the Agreement as defined in clause 14.1.

Trial Period means a free-of-charge trial licence period, if offered to the Customer in the Quotation.

UK Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data

Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

User means an Authorised User licensed under subscription to download and use the App only, and **User Licence** shall be construed accordingly.

2.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement. References to clauses and schedules are to the clauses and schedules of the Agreement.

2.3 Words in the singular shall include the plural and vice versa.

2.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

2.5 References to “clauses” are to clauses of these General Terms.

2.6 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2.7 Where these General Terms refer to “use of”, or a “licence to”, the Software, or any similar expression, in the case of the Cloud Software, this shall mean a licence to access the Hosting Services to use the Cloud Software, as specified in the Agreement.

3. SUBSCRIPTION FOR THE SOFTWARE

3.1 Subject to payment and the other restrictions set out in the Agreement, Joule hereby grants to the Customer, subject to the Licence Restrictions, including the restrictions applicable to the Licence Type each Authorised User has been granted, and subject to the EULA applicable to each Authorised User, a non-exclusive, non-transferable, non sub-licensable right to permit the Authorised Users to use the Software, in respect of the Site specified in the Quotation, during the Subscription Term, solely for the Purpose.

3.2 In relation to the Authorised Users, the Customer undertakes that: (a) it shall be responsible for compliance by Authorised Users with the terms of the Agreement and the EULA, and for compliance by any Subscribing Organisations with the terms of the Agreement, and that the restrictions on the Customer set out within the Agreement shall, unless the context requires otherwise, equally apply to any such persons; (b) the number of Authorised Users shall not exceed the number of User Subscriptions (if any limit is specified in the Quotation) and the Customer will not permit use by the Authorised Users to exceed the Licence Type purchased; (c) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Software and/or its documentation; (d) each Authorised User shall keep a secure password for his use of the Software and its documentation, and that each Authorised User shall keep his password confidential; (e) it shall maintain a written, up to date list of current Authorised Users and provide such list to Joule within 5 Business Days of Joule’s written request at any time or times; (f) it shall permit Joule to audit the Software in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, and with reasonable prior notice; (g) if any of the audits referred to in clause 3.2(f) reveal that the Customer has underpaid Subscription Fees to Joule, then without prejudice to any other right to which it may be entitled, the Customer shall pay to Joule an amount equal to such underpayment (as calculated by reference to the Subscription Fees for additional Authorised Users) within five (5) Business Days of the date of the relevant audit; and (h) if any of the audits referred to in clause 3.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to Joule’s other rights, the Customer shall promptly disable such passwords and Joule shall not issue any new passwords to any such individual.

3.3 The Customer shall not access, store, distribute or transmit any viruses, or any material during the course of its use of the Software 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 any other illegal activity; or (f) causes damage or injury to any person or property; and Joule reserves the right, without liability to the Customer, to disable the Customer’s access to any material that breaches the provisions of this clause.

3.4 The Customer shall not: (a) other than as permitted by law, 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 its documentation (as applicable) in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or (b) access all or any part of the Software in order to build a product or service which competes with the Software; or (c) use the Software to provide services to third parties; or (d) subject to clause 15.6, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Software available to any third

party except the Authorised Users; or (e) attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under the Agreement; or (f) interfere with or disrupt the integrity or performance of the Software or third party data contained therein; or (g) attempt to gain unauthorised access to the Software or their related systems or networks, including with a view to making alterations to, or modifications of, the whole or any part of the Software, or permitting the Software or any part of it to be combined with, or become incorporated in, any other programs.

3.5 The Customer shall use best endeavours to prevent any unauthorised access to, or use of, the Software and/or its documentation and, in the event of any such unauthorised access or use, promptly notify Joule.

3.6 The rights provided under this clause 3 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

3.7 The Customer must ensure that its use of the Software and all Customer Data is at all times compliant with the terms of the Agreement, all applicable laws and regulations (nationally and internationally) and the Customer represents and warrants that: (i) it has obtained all necessary rights, releases and permissions to provide all the Customer Data to Joule and to grant the rights granted to Joule in the Agreement and (ii) the Customer Data and its transfer to and use by Joule as authorized by the Customer under the Agreement do not violate any laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under clause 9.3, Joule assumes no responsibility or liability for Customer Data, and the Customer shall be solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it.

3.8 The Customer acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments.

3.9 Joule may, from time to time at its discretion, generally upgrade and improve the Software as it sees fit and the Customer acknowledges that such upgrades and improvements may affect its use of the Software. Any specific upgrades requested by the Customer, which are technically feasible and agreed by Joule, may be separately chargeable.

4. SERVICES AND SUPPORT

4.1 Joule shall, during the Subscription Term provide the Support and any agreed Services to the Customer on and subject to the terms of the Agreement.

4.2 Where Joule has been appointed on an ad-hoc basis to provide Services, and no monthly retainer or other fixed project fee or retainer arrangement exists (as may be set out within the Quotation), the charges for all Services shall be calculated on a time and materials basis at Joule’s then prevailing hourly rates, with any reasonably incurred expenses in the provision of the Services also recoverable upon demand.

4.3 Joule may appoint a suitably qualified sub-contractor to perform Services on its behalf. The Customer will continue to be liable to pay Joule any Services Charges, and shall not be liable directly for any of the fees of the sub-contractor, with the exception of any expenses reasonably incurred by the sub-contractor, which shall be recoverable upon demand.

4.4 Joule may need access to the Customer’s property, information, tools and resources for, and during the course of, provision of Services. If requested by Joule, the Customer will provide free and unfettered access to these. The Customer hereby warrants and acknowledges that it is entitled to grant all such access, and provide any such information, tools or resources as may be sought pursuant to this clause.

4.5 The Customer acknowledges that, in giving any opinion or advice in the course of provision of the Services, Joule may rely on the information about the Customer and the Site the subject of the Software solution provided by Joule to the Customer, and will not seek to establish the reliability of such information. Accordingly, the Customer: (i) undertakes to provide complete and accurate information about itself and about anything which is or may be relevant to the Services and to provide such other information as Joule may reasonably request; and, (ii) warrants and represents that any such information provided is accurate, complete and not misleading.

4.6 The Customer acknowledges that it will retain responsibility at all times for compliance with all relevant laws, protocols and regulations with respect to the Site and responsibility for all costs of such compliance.

4.7 The Customer shall inform Joule of all health and safety and security requirements that apply on Site, which Joule shall comply with to the extent required by law and use all reasonable endeavours to comply with to the extent same are otherwise reasonable and do not conflict with Joule’s other obligations under the Agreement.

4.8 Joule shall procure hosting of the Software from its hosting sub-contractor and make the Hosting Services available to the Customer in accordance with the terms imposed upon it by its hosting sub-contractor from time to time, a copy of which will be provided to the Customer upon request. Joule shall use reasonable endeavours to inform the Customer in advance of any planned service interruption.

4.9 Joule will, at no additional cost to the Customer other than the Subscription Fees, provide the Customer with the Support in accordance with Joule's support services policy in effect at the time that the Support is provided, subject to fair usage of the Support by the Customer. Any on-site Support, or level of Support beyond the basic service levels set out herein and in Joule's standard support policy, where required by the Customer and agreed by Joule, will be chargeable as a separate Service.

4.10 There may be storage limits associated with particular Hosting Services, which are generally subject to fair usage limits. Joule reserves the right to charge for additional storage or overage fees at the rates specified by Joule to the Customer from time to time, either on Joule's website or otherwise. Joule may impose new, or may modify existing, storage limits for the Hosting Services at any time in Joule's discretion, giving notice to the Customer, either on Joule's website or otherwise.

5. JOULE'S OBLIGATIONS

5.1 Joule undertakes that the Services and Support will be provided with reasonable skill and care, and that it will use reasonable endeavours to maintain the Hosting Services for the duration of the Subscription Term.

5.2 The undertaking at clause 5.1 shall not apply to the extent of any non-conformance which is caused by (a) use of the Software or Services contrary to Joule's instructions or otherwise than as permitted by the Agreement, (b) modification or alteration of the Software by any party other than Joule or Joule's duly authorised contractors or agents, without Joule's written consent; (c) use of the Software in an application, or with any software, hardware or materials for which it was not intended; (d) the Software or Services are used otherwise than as permitted by the Agreement; (e) issues with the Customer Equipment; (f) interaction of the Software with other software programmes or plugins maintained by the Customer; or (g) acts or omissions otherwise attributable to the Customer and/or outside Joule's reasonable control. If the Services, Support or Hosting Services do not conform to the undertaking in clause 5.1, Joule 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 such undertaking. Notwithstanding the foregoing, Joule does not warrant that the Customer's use of the Hosting Services and Software will be uninterrupted or error-free.

5.3 The Agreement shall not prevent Joule from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

5.4 Joule warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.

5.5 Timing for performance of Joule's obligations under the Agreement shall not be of the essence.

6. CUSTOMER'S OBLIGATIONS

The Customer shall: (a) at its cost, provide Joule with all necessary co-operation in relation to the Agreement, and all necessary data and access to information as may be required by Joule, its agents or contractors, in order to provide the Services and Support, including but not limited to applicable specifications, data management decisions, approvals, security access information and configuration services; (b) comply with all applicable laws and regulations with respect to its activities under the Agreement; (c) carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner (in the event of any delays, Joule may adjust any agreed timetable or delivery schedule as reasonably necessary); (d) ensure that the Authorised Users use the Software in accordance with the terms and conditions of the Agreement and shall be responsible for any breach of the Agreement by either; (e) obtain and shall maintain all necessary licences, consents, and permissions necessary for Joule, its contractors and agents to perform their obligations under the Agreement vis-à-vis the Customer; (f) ensure that its network and systems comply with the relevant specifications provided by Joule from time to time; (g) be solely responsible for procuring and maintaining its network connections and telecommunications links, and maintaining appropriate Customer Equipment; (h) provide a single main point of contact who can address questions or issues relating to the Software, provide timely feedback and review any changes to the Software; and (i) be solely responsible at its own cost for generating Customer Data, content and data required to utilise the Software and uploading all such content and data to the site provided to the Customer using the Software. In the event that the Customer requires any assistance from Joule in this regard, Joule may provide such assistance as it deems appropriate at its then prevailing charges.

7. THIRD PARTY AND OPEN SOURCE SOFTWARE

7.1 Joule's Software may from time to time use third party and open source software components which are subject to third party and open source licence terms. Accordingly, any terms and conditions set out at www.Joule-group.com/opensource shall apply to the Customer's

use of Joule's Software and Services in addition to the provisions set out elsewhere in the Agreement.

8. CHARGES AND PAYMENT

8.1 The Customer shall pay the Subscription Charges (and any Service Charges, or other charges specified or agreed) to Joule in accordance with the Payment Terms.

8.2 If Joule has not received payment of any amount due and owing under the Agreement within ten (10) days after the due date, and without prejudice to any other rights and remedies of Joule: (a) Joule may, without liability to the Customer, disable the Customer's and any Authorised Users' passwords, accounts and access to all or part of the Software and Joule shall be under no obligation to provide any or all of the Services or Support while the invoice(s) concerned remain unpaid; and (b) interest shall accrue on such due amounts at an annual rate equal to 4% over the then current base lending rate of HSBC plc at the date the relevant invoice was issued, compounded monthly, commencing on the due date and continuing until fully paid, whether before or after judgment.

8.3 All amounts and fees stated or referred to in the Agreement: (a) shall be payable in pounds sterling (unless another currency is denominated in the Quotation); (b) are non-cancellable and non-refundable; (c) are exclusive of value added tax, which shall be added to Joule's invoice(s) at the appropriate rate.

8.4 If, at any time whilst using the Software, the Customer exceeds the Licence Restrictions, Joule shall charge the Customer, and the Customer shall pay, Joule's then prevailing charges for such excessive use.

8.5 Joule shall be entitled to increase the Subscription Charges and any recurring Service Charges at the start of each Renewal Period in line with the percentage increase in the RPI over either the immediately preceding Renewal Period or Initial Subscription Term (as applicable). The Subscription Charges and Service Charges set out in the Quotation shall be deemed to have been amended accordingly. The first such increase shall take effect on the date of commencement of the first Renewal Period, and shall be based on the latest available figure for the percentage increase in the RPI.

9. PROPRIETARY RIGHTS

9.1 The Customer acknowledges and agrees that Joule and/or its licensors own all intellectual property rights in, or arising from, the Services, Software and their documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the Services, Software and their documentation. This shall be without prejudice to the Customer's ownership of any background intellectual property rights owned by it separately from the Agreement and/or pre-dating the Agreement.

9.2 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data and the means by which it acquired such Customer Data. This notwithstanding, Joule may use the and Personal Data comprised in the Customer Data as noted in its Privacy Policy from time to time, and shall generally be granted a non-exclusive, perpetual, royalty free, sub-licensable, worldwide and transferable licence to use the Customer Data as it sees fit, subject to compliance with its obligations under the Agreement and under law.

9.3 Joule shall use reasonable endeavours to maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. However, the Customer understands and acknowledges that use of the Hosting Services necessarily involves transmission of the Customer Data over networks that are not owned, operated or controlled by Joule, and that Joule cannot be held responsible for any Customer Data lost, altered, intercepted or stored across such networks. Joule does not guarantee that its security procedures will be error-free, that transmissions of the Customer Data will always be secure or that unauthorized third parties will never be able to defeat Joule's security measures or those of Joule's third-party service providers.

9.4 Joule shall not modify Customer Data, disclose Customer Data or access Customer Data except: (a) as required by law; (b) as expressly permitted by the Customer; (c) to provide the Services or Software; (d) to address technical problems or issues with the Services or Software; or (e) at the Customer's request when providing Support.

9.5 Joule shall use reasonable commercial endeavours to back-up all Customer Data on a reasonably regular basis. In relation to images comprised in the Customer Data, Joule shall use its reasonable commercial endeavours to procure from its hosting provider back-up of such images in accordance with its hosting provider's terms for provision of back-up services from time to time. In the event of any loss of or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Joule to use its reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Joule (or its hosting provider), as appropriate according to

the nature of the Customer Data which has been lost or damaged. The Customer should note that Joule's typical retention periods for Customer Data are as set out in its Privacy Policy (defined below).

informed of, and have given their consent to, such use, processing, and transfer as required by the Data Protection Legislation.

10. DATA PROTECTION

- 10.1** Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 10.2** The parties acknowledge that for the purposes of the Data Protection Legislation, in relation to any Personal Data comprised within the Customer Data (the **Customer Personal Data**), the Customer is the Data Controller and Joule is the Data Processor. Such Personal Data shall only be processed by Joule in accordance with the terms of Joule's privacy notice and policy, which is available on request and incorporated into the terms of the EULA (**Privacy Policy**).
- 10.3** As between the parties, where each party processes any Personal Data provided by or relating to the other party or its employees otherwise than the Customer Personal Data, including employee names and email addresses, each party acknowledges that they shall act as a Data Controller in relation to such Personal Data and only process it for specified purposes in accordance with each party's respective privacy policy for the purposes of contract administration or otherwise in its own legitimate interests, as permitted under applicable laws.
- 10.4** Without prejudice to the generality of clause 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data provided to Joule, including the Customer Personal Data, for the duration and purposes of the Agreement.
- 10.5** Without prejudice to the generality of clause 10.1, Joule shall, in relation to any Customer Personal Data: (a) process that Customer Personal Data only on the written instructions of the Customer unless Joule is required by applicable laws to otherwise process that Customer Personal Data; (b) ensure that it has in place 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, 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 all personnel who have access to and/or process Customer Personal Data are obliged to keep the Customer Personal Data confidential; (d) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators; (e) notify the Customer without undue delay on becoming aware of a Personal Data breach; and (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 required by Applicable Law to store the Customer Personal Data (subject always to the Customer having paid Joule any then outstanding charges owing under the Agreement).
- 10.6** The Customer consents to Joule appointing the third-party processors listed in the Privacy Policy, or otherwise notified to the Customer from time to time by Joule, as third-party processors of any Personal Data processed by Joule under the Agreement. Joule confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and Joule, Joule shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 10.6.
- 10.7** In the event of any loss or damage to Customer Data, save for a breach of obligations arising pursuant to the Data Protection Legislation, the Customer's sole and exclusive remedy shall be for Joule to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Joule in accordance with its archiving procedure. Joule shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party or any damages (whether direct, indirect or consequential) suffered as a result, save for any breaches of Data Protection Legislation which cannot be excluded or disclaimed under relevant law and provided always that Joule uses reasonable endeavours to (where appropriate) restore such Customer Data from the latest backup maintained by it as at that date.
- 10.8** The Customer acknowledges and agrees that the Customer Personal Data may be transferred or stored outside the EEA or the country where the Customer and the Authorised Users are located in order for Joule to provide the Services and access to the Software and fulfil Joule's other obligations under the Agreement.
- 10.9** The Customer shall ensure that (a) it is entitled to transfer the relevant Customer Personal Data to Joule so that Joule may lawfully use, process and transfer the personal data in accordance with the Agreement on the Customer's behalf; and (b) that the relevant third parties have been

11. CONFIDENTIALITY

- 11.1** Each party shall maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information (or permit any third party to do so) other than as strictly necessary for the performance of its rights and obligations under the Agreement. The provisions of this clause shall not apply to any information which: (a) is or comes into the public domain without breach of the Agreement; or (b) was in the possession of the receiving party prior to receipt from the disclosing party without an obligation of confidence; or (c) was obtained from a third party free to divulge such information; or (d) is required to be disclosed by law or by any legal, regulatory or administrative body.
- 11.2** During the term of the Agreement, and for a period of three (3) years thereafter, the Customer shall not, and shall not attempt to, build, develop or utilise any product or service which competes with or is substantially similar to the safety and risk management digital solutions (the **Solutions**) created by Joule. This obligation shall cease to apply only where there is no longer a commercial relationship between the parties, and Customer can demonstrate that (a) an independent third party has licensed or sold the Solutions (or something similar to them) to it on arms' length terms, and (b) such competing solutions do not incorporate or contain, are not based upon, and do not rely in any way upon any Confidential Information disclosed by Joule to the Customer, or to which the Customer otherwise gained access, pursuant to the Agreement or any previous contract between the parties.

12. INDEMNITY

- 12.1** The Customer shall defend, indemnify and hold harmless Joule 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 its and/or the Authorised Users' use of the Services and Software including, without limitation, for any liability, damages, costs or claims incurred by Joule due to the Customer's use of the Services or Software for any purpose outside of the Purpose or any claim relating to Customer Data, including, without limitation, any claim brought by a third party alleging that Customer Data, or the Customer's use of the Services or Software in breach of the Agreement infringes or misappropriates the intellectual property rights of a third party or violates applicable law, save to the extent directly attributable to Joule's breach of the Agreement.
- 12.2** Joule shall, subject to clause 12.5 and the limitations in clause 13, defend the Customer against any third party claim that the Software infringes any United Kingdom patent effective as of the Commencement Date, and shall indemnify the Customer for any amounts awarded against the Customer in final judgment or settlement of such claims, provided that: (a) Joule is given prompt notice of any such claim; (b) the Customer provides reasonable co-operation to Joule in the defence and settlement of such claim, at Joule's expense; and (c) Joule is given sole authority to defend or settle the claim.
- 12.3** In the defence or settlement of any claim, Joule may procure the right for the Customer to continue using the Software, replace or modify the Software so that it becomes non-infringing or, if such remedies are not reasonably available, terminate the Agreement without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 12.4** In no event shall Joule, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on: (a) a modification of the Software by anyone other than Joule; or (b) the Customer's use of the Software in a manner contrary to the instructions given to the Customer by Joule; or (c) the Customer's use of the Software after notice of the alleged or actual infringement from Joule or any appropriate authority.
- 12.5** The foregoing states the Customer's sole and exclusive rights and remedies, and Joule's (including Joule's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

13. LIMITATION OF LIABILITY

- 13.1** This clause 13 sets out the entire financial liability of Joule (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: (a) any breach of the Agreement (including without limitation, any claim under clause 12.2); (b) any use made by the Customer of the Software, Services, Support or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 13.2** Except as expressly and specifically provided in the Agreement: (a) all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; (b) the Services, the Software and all other services provided, procured and/or sub-contracted by Joule under the Agreement, are provided to the

Customer on an "as is" basis; and (c) the Customer assumes sole responsibility for the use of the Services, Software and their associated documentation by it, the Subscribing Organisations and Authorised Users, and for conclusions drawn from such use. Joule shall have no liability for any damage caused by errors or omissions in any information, instructions or data provided to Joule by the Customer in connection with the Services, Software or Support, or any actions taken by Joule at the Customer's direction.

- 13.3** Nothing in the Agreement excludes Joule's liability: (a) for death or personal injury caused by Joule's negligence; or (b) for fraud or fraudulent misrepresentation; or (c) any other liability which cannot strictly be excluded or limited by relevant law.
- 13.4** Subject to clauses 13.2 and 13.3: (a) Joule shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and (b) Joule's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to the total Subscription Charges and Service Charges paid during the 12 months immediately preceding the date on which the claim arose.
- 13.5** Joule shall have no liability to the Customer whatsoever in respect of anything arising during the Trial Period, which limitation the parties agree to be reasonable having regard to the free of charge nature of the Trial Period.
- 13.6** The Customer acknowledges and accepts that the Software and Services have not been developed or programmed specifically to meet its requirements, and that it is therefore its sole responsibility to ensure that the facilities and functions of the Software and Services meet such requirements. In particular, it acknowledges that the Software and Services simply provide a digital platform for allowing it to determine and set its own checks, standards, protocols or processes (collectively **Measures**) for safety inspection, compliance and risk management, and to monitor adherence to those Measures.
- 13.7** The Customer acknowledges and accepts that: (a) Joule shall have no liability or responsibility for ensuring that such Measures (as determined and set by the Customer) are compliant with any applicable legal, regulatory or industry standards or requirements for the relevant safety inspection, compliance and risk management Measures in the country or jurisdiction within which the Site is based (the **Relevant Standards**), nor that such Measures are in any way adequate, complete, relevant and/or appropriate for the purposes for which they are intended, either at the time they are set or at any point in the future; (b) the nature of the Software is such that it attempts to assist the Customer in minimising and mitigating risk (as noted above, by allowing it to set and monitor its own safety Measures), but results and outcomes cannot be in any guaranteed, and the event of any hazard and the outcomes of same are entirely outside of our control, and something for which Joule cannot and does not accept any liability or responsibility (the Customer, and any of its sub-contractors, agents or representatives setting and signing off on the Measures, or generally operating at the Site, are entirely responsible for same); (c) Joule does not and cannot warrant or represent that the Software and Services are compliant with any regulatory or legal requirements to which the Customer may be subject, or which may be in any way relevant to the purposes for the Software may be used, including the Relevant Standards; (d) Joule cannot be held responsible or liable for ensuring that all relevant Measures set or referenced through or via the Software are undertaken or followed, and that Joule is not responsible for human error and negligent or fraudulent data entry in relation to compliance with or adherence to such Measures. It is the sole responsibility of the Customer to monitor and audit End User's use of the Software and to ensure that the Measures are adhered to; (e) use and interpretation of the Software and Services requires specialist skill and knowledge and that the Customer has that skill and knowledge and undertake that it and its Authorised Users will exercise same, and appropriate judgment, when using the Software and Services; (f) it is responsible for ensuring that all relevant safety equipment or products to which the Software and Services relate are tracked and captured by the Software and Services (for example, all relevant fire extinguishers on-site), so as to ensure the full coverage of the Software across the Customer's premises the subject of the Commercial Licence. The Customer will be required to sign off a compliance sheet prior to roll out of the Software and Services by which it reviews the complete list of all safety equipment and products, and ensures that everything has been captured.

14. TERM AND TERMINATION

- 14.1** The Agreement shall commence on the Commencement Date, or the date the Quotation is signed by both parties, whichever is earlier, and shall (unless terminated earlier in accordance with these terms) continue in full force and effect until the end of the Subscription Term.
- 14.2** Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement without liability to the

other if: (a) the other party commits a material breach of any of the terms of the Agreement and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or (b) an order is made or a resolution is passed for the winding up of the other party or if an order is made for the appointment of an administrator to manage the affairs, business and property of the other party, or if such an administrator is appointed or if documents are filed with the court for the appointment of an administrator or if notice of intention to appoint an administrator is given by the other party or its directors or by a qualifying charge holder, or if a receiver is appointed of any of the other party's assets or undertaking or if circumstances arise which entitle the court or a creditor to appoint a receiver or manager or which entitle the court to make a winding-up order or if the other party takes or suffers any similar or analogous action in consequence of debt; or (c) the other party ceases, or threatens to cease, to trade.

- 14.3** Following expiry of the Initial Subscription Term and any Renewal Period, the Subscription Term shall automatically renew over subsequent Renewal Periods unless and until either party gives notice to the other in writing (including by email) that it does not wish the Agreement to continue beyond the then current Renewal Period or Initial Subscription Term (as applicable), such notice to expire no later than ninety (90) days prior to the end of the then current Renewal Period or Initial Subscription Term (as applicable).
- 14.4** Where the Customer is offered a Trial Period in the Quotation, either Party shall be entitled to give notice to the other in writing (including by email) that it does not wish the Agreement to continue beyond the Trial Period, provided such notice expires no later than thirty (30) days prior to the end of the Trial Period. If no such notice is given the Agreement shall automatically continue into the Initial Subscription Term, and for successive Renewal Periods thereafter, in accordance with its terms, and any Subscription Charges specified in the Quotation (or which otherwise apply based on Joule's standard rates at that time) shall be due and owing.
- 14.5** On expiry or termination of the Agreement for any reason: (a) all licences granted under the Agreement shall immediately terminate, even if the Initial Subscription Term or Subscription Term is defined as "perpetual" in, or if no expiration date is specified in, the Quotation; (b) each party shall return and make no further use of any Confidential Information belonging to the other party; and (c) the accrued rights of the parties as at expiry or termination, or the continuation after expiry or termination of any provision expressly stated to survive (including, without limitation, clauses 1, 2, 9, 10, 11, 12.1, 13, 14.5 and 15) or implicitly surviving termination, shall not be affected or prejudiced; and (d) Joule may destroy or otherwise dispose of any of the Customer Data in its possession unless Joule receives, no later than 10 days after the effective date of termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Joule shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of receipt of such a request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Joule in returning or disposing of Customer Data.

15. GENERAL

- 15.1** Joule shall have no liability to the Customer under the Agreement if it is prevented from or delayed in performing its obligations under the 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 Joule 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 sub-contractors, provided that the Customer is notified of such an event and its expected duration.
- 15.2** A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 15.3** Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 15.4** If any provision (or part of a provision) of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 15.5** The Agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. For the avoidance of doubt, the Agreement shall apply to the exclusion of any terms introduced by the Customer, through custom, dealing or otherwise. This is without prejudice to any Joule's group companies' other standard terms which apply between the parties, for the

supply or purchase of other goods and services other than the Software and the Services, which may constitute separate agreements between the parties (incorporating the Quotation).

- 15.6** The Customer shall not, without the prior written consent of Joule (such consent not to be unreasonably withheld), assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement. Joule shall be free to assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement without the consent of the Customer, but providing notice of any assignment or transfer.
- 15.7** Nothing in the 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).
- 15.8** Notwithstanding any other provisions of the Agreement, nothing in the Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 15.9** Any notice required or permitted to be given under the Agreement shall be in writing and shall be delivered or transmitted to the intended recipient's address as specified in the Agreement or such other address as either party may notify in writing to the other from time to time for this purpose. It may also, in the case of notice by Joule only, be generally posted on Joule's website portal, or notified by way of email to the email address Joule has on account for a given Customer. Any notice shall be treated as having been served on delivery if delivered by hand or 4 Business Days after posting if sent by pre-paid first-class post. In the case of notice served by posting on the website or by email, the notice shall be deemed given at the time such upload goes live onto the website and at the time of transmission of the email (respectively).
- 15.10** The construction, validity and performance of the Agreement shall be governed by the laws of Northern Ireland, and the parties submit any dispute regarding the construction, validity and performance of the Agreement, or its subject matter, to the exclusive jurisdiction of the courts of Northern Ireland.
- 15.11** The Quotation may be executed in any number of counterparts, each of which will be considered an original, but all of which together will constitute the same agreement. The exchange of a fully executed Quotation (in counterparts or otherwise) by electronic transmission shall be sufficient to bind the parties to the terms and conditions of the Agreement.
- 15.12** Unless otherwise stated in these General Terms, no amendment or variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). The above notwithstanding, Joule may, acting in its sole discretion, amend these General Terms from time to time. Every time Joule enters into a new Quotation with any Customer, the terms applying to the Agreement between the Parties shall be as outlined in the relevant version of these General Terms in force at the time of the signing of the relevant Quotation.