

## PROTEC FIRE DETECTION PLC REMOTE SERVICES TERMS

We, Protec Fire Detection Plc, offer remote portal services as an add-on service to your Protec Support Portal whereby customers can, without limitation, download historical data about their fire detection system to understand more about how it is operating, review and update their system settings, check their device status and condition, and access records of their device testing (as applicable depending on the add-in service purchases) ("**Remote Portal**"). Access to the Remote Portal will be granted through your existing Protec Support Portal.

If you choose to purchase a licence to use the Remote Portal, you agree to be bound by these terms and conditions. Please read them carefully before accessing and utilising the Remote Portal.

### 1 THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions ("**Terms**") are a legal agreement between you (referred to as "**you**", "**your**" and the "**Customer**") and Protec Fire Detection Plc (referred to as "**Protec**", "**us**", "**our**" and "**we**") for the provision of services whereby you can log into the Remote Portal to access and utilise information about your Protec fire detection system ("**Services**"). The Remote Portal online software applications provided by Protec as part of the Services shall be referred to as the "**Software**".
- 1.2 In consideration of payment by you of the agreed licence fee and you agreeing to abide by these Terms, Protec grants to you a limited non-exclusive, non-transferable revocable licence, without the right to grant sublicences, to access and use the Software solely for your internal business operations, referred to as the "**Licence**".
- 1.3 Where specified in these Terms, the Protec Fire Detection Plc Terms and Conditions of Sale and Supply (referred to as the "**Overarching Terms and Conditions**"), apply to these Services. If there is any conflict between these Terms and the Overarching Terms and Conditions, these Terms shall prevail in relation to these Services.
- 1.4 We may update these Terms from time to time but will give you prior notice of any changes before they come into effect.
- 1.5 Our service proposal will set out the details of the services you are purchasing from us ("**Order**") Our Remote Portal terms of use found [here](#) also apply to you in relation your use of the Software.

### 2 YOUR SUBSCRIPTION AND AUTHORISED USERS

- 2.1 We will provide the Services to you from the date specified in the Order, and your subscription to the Services will continue thereafter for the term set out in the Order unless your subscription to the Remote Portal terminates in accordance with these Terms.
- 2.2 Under these Terms, you acknowledge and agree that you are granted a Licence which provides access for one admin authorised user to access the Software, who will then be able to grant access to any other authorised users that need to access the Software. An authorised user means any staff member of the Customer, who is given access to the Software in accordance with this clause, referred to as an "**Authorised User**".
- 2.3 You undertake that:
  - 2.3.1 you will supervise and control use of the Services and ensure they are used by your staff only in accordance with the terms of these Terms;

- 2.3.2 you will keep a secure password for the use of the Software, that such password shall be changed no less frequently than once a quarter and you will, and will procure that your staff will, keep the password confidential; and
- 2.3.3 you will permit Protec or Protec's designated auditor to audit the Services to verify your compliance with these Terms. This audit may take place physically on your premises, or remotely, at Protec's option, and Protec may deploy reasonable online audit tools via the Services for these purposes.

### **3 CUSTOMER DATA**

- 3.1 The data relating to your connected system that is hosted remotely within the Software and any reports, analytics or data (including location text of the device locations) generated in relation to your connected system is known as "**Customer Data**". The Customer Data is owned solely by you.
- 3.2 You hereby grant us a non-perpetual, royalty free, irrevocable, worldwide licence to use the Customer Data for:
  - 3.2.1 the proper performance of the Services;
  - 3.2.2 for machine learning and product development purposes including to develop and improve the Software and to improve our products and service offerings to our customers;
  - 3.2.3 to complete device test schedules;
  - 3.2.4 monitor the Software, the firmware versions and device life cycles; and
  - 3.2.5 all other purposes relevant to the proper exercise of our rights and obligations under these Terms.

### **4 CUSTOMER OBLIGATIONS**

- 4.1 You will:
  - 4.1.1 provide Protec with:
    - (i) all necessary co-operation in relation to these Terms; and
    - (ii) all necessary access to such information as may be required by Protec, to the extent required to provide the Services including but not limited to Customer Data, security access information and configuration services.
- 4.2 You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Software and, in the event of any such unauthorised access or use, will promptly notify Protec.
- 4.3 The rights provided under these Terms are granted to the you only, and will not be considered granted to any subsidiary or holding company of the Customer.
- 4.4 You undertake that you will:
  - 4.4.1 without affecting your other obligations under these Terms, comply with all applicable laws and regulations with respect to its activities under these Terms;
  - 4.4.2 carry out all other Customer responsibilities set out in these Terms in a timely and efficient manner. In the event of any delays in your provision of such assistance as agreed by the parties, Protec may adjust any agreed timetable or delivery schedule as reasonably necessary;
  - 4.4.3 ensure that the Authorised Users use the Services and Software in accordance with these Terms and shall be responsible for any Authorised User's breach of these Terms;
  - 4.4.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for Protec, its contractors and agents to perform their obligations under these Terms, including without limitation the Services;

- 4.4.5 ensure that your network and systems are fit for purpose to be able to support your use of the Software and will comply with the relevant specifications that may be provided by Protec from time to time; and
- 4.4.6 be, to the extent permitted by law and except as otherwise expressly provided in these Terms, solely responsible for procuring, maintaining and securing its network connections and telecommunications links for use of the Software, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to your network connections or telecommunications links or caused by the internet.

4.5 Without prejudice to any of the rights set out in these Terms, you will own all right, title and interest in and to the Customer Data. We will have no liability to you for the reliability, accuracy and quality of any such Customer Data.

## 5 CUSTOMER RESTRICTIONS

5.1 In this clause 6, the following terms shall have the meanings as set out below:

- (i) **Viruses** means anything 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 re-arranging, 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.
- (ii) **Vulnerability** means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.
- (iii) **Good industry practice** means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector

5.2 Except as expressly set out in these Terms or as permitted by any applicable law which is incapable of exclusion by agreement between the parties, you will not:

- 5.2.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software accessed as part of the Services in any form or media or by any means;
- 5.2.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;
- 5.2.3 access all or any part of the Services in order to build a product or service which competes with the Services;
- 5.2.4 use the Services to provide services to third parties;
- 5.2.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party except the Authorised User,
- 5.2.6 attempt to obtain, or assist third parties in obtaining, access to the Services other than as provided under these Terms.

5.3 You shall not use the Services to:

- 5.3.1 distribute or transmit to Protec any Viruses or Vulnerability and shall implement procedures in line with Good Industry Practice to prevent such distribution or transmission;
- 5.3.2 store, access, publish, disseminate, distribute or transmit any material which:

- (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- (ii) facilitates illegal activity;
- (iii) depicts sexually explicit images;
- (iv) promotes unlawful violence;
- (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
- (vi) is otherwise illegal or causes damage or injury to any person or property,

and Protec reserves the right, on no less than thirty (30) days' prior written notice to you, such notice specifying the breach of this condition and requiring it to be remedied within the thirty (30) day period, to disable your access to the Services for the duration of time that the breach remains unremedied.

## 6 HARDWARE

6.1 In respect of any hardware required to connect with your Protec Remote Services to allow the transfer of data to the Remote Portal ("**Hardware**"), it will either be (as set out in the Order):

6.1.1 purchased by you, in which case the title and risk in the Hardware shall pass to you upon payment of the fees set out in the Order in relation to the Hardware; or

6.1.2 we may provide you with the Hardware but will retain the title to it at all times, in which case the risk in the Hardware shall pass to you whilst the Hardware is in situ at your premises.

6.2 If you purchase the Hardware in accordance with clause 7.1.1, the provisions on the supply of goods shall apply your purchase of the Hardware as set out in the Overarching Terms and Conditions.

6.3 If we remain the owner of the Hardware in accordance with clause 7.1.2:

6.3.1 you shall ensure that the Hardware is kept safely in your custody, and is used only in accordance with the provision of the Remote Portal and with any instructions or manuals provided by us;

6.3.2 you shall grant us access at any time to your premises to retrieve, replace or repair the Hardware as and when required;

6.3.3 you shall promptly notify us of any damage, loss, destruction or theft of the Hardware which is caused by any act or omission of you. You shall be responsible for the cost of any necessary repair or replacement to the Hardware; and

6.3.4 the Hardware is made available to you on an 'as is' and with 'all faults' basis, and we shall not be liable for any losses you may suffer as a result of the Hardware being defective or not performing as required.

## 7 CHARGES AND PAYMENT

7.1 You shall pay the fees for the Services and the Hardware as set out in the Order (the "**Fees**") to Protec for the Services in accordance with the payment terms set out in the Order, or in the absence of any payment terms in the Order, in clause 7 of the Overarching Terms and Conditions and the Order.

7.2 Protec shall be entitled to increase the Fees for the Services on every 6 month anniversary unless otherwise specified in the Order. Protec will notify you of any increased Fees for the Services at least one month prior to the 6 month anniversary. If you do not agree to the increase, the Services will be disabled prior to the upcoming 6 month anniversary of your Order.

## **8 INTELLECTUAL PROPERTY RIGHTS**

- 8.1 Except as set out in clause 9.2, you acknowledge that all intellectual property rights in the Software anywhere in the world belong to us or our licensors, that rights in the Software are licensed (not sold) to you, and that you have no rights in, or to, the Software other than the right to use them in accordance with these Terms.
- 8.2 Subject to the licence granted to us to use the Customer Data as set out in clause 4.2, you own the intellectual property rights in the Customer Data.
- 8.3 You acknowledge that you have no right to have access to any Software in source code form.

## **9 CONFIDENTIALITY**

- 9.1 The Overarching Terms and Conditions set out your and our confidentiality obligations at clause 13 (**Confidentiality**).

## **10 WARRANTIES**

- 10.1 We warrant that we have the right to enter into these Terms and to grant you the Licence to use the Software in accordance with these Terms.
- 10.2 If you notify us in writing of any defect or fault in the Software, we will as soon as reasonably practicable, assess the issue and will at our sole discretion either repair or replace the Services, provided that you make available all the information that may be necessary to help us to remedy the defect or fault, including sufficient information to enable us to recreate the defect or fault. You acknowledge that this will be your sole remedy in relation to any defects or faults with the Software. The warranty does not apply if the defect or fault in the Software results from you having used the in breach of the terms of these Terms.

## **11 LIMITATION OF LIABILITY**

- 11.1 This clause is without prejudice to any other rights or liabilities set out in these Terms.
- 11.2 You accept responsibility for the selection of the Services to achieve your intended results and acknowledge that the Services and Software have not been developed or designed to meet or support any individual requirements you have, including any particular cybersecurity requirements you might be subject to.
- 11.3 You agree that the data and information provided in the Software is provided as is, and we shall not be responsible to you for your reliance upon any such data or information or any losses caused as a result of your reliance on the data or information.
- 11.4 We only supply the Services for internal use by your business and you agree not to use the Services for any resale purposes.
- 11.5 Nothing in these Terms shall limit or exclude our liability for:
- (a) death or personal injury caused by our negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability that cannot be excluded or limited by English law.
- 11.6 We shall not in any circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with these Terms for:
- 11.6.1 loss of profits, sales, business, or revenue;
  - 11.6.2 business interruption;
  - 11.6.3 loss of anticipated savings;
  - 11.6.4 wasted expenditure;
  - 11.6.5 loss or corruption of data or information;

- 11.6.6 loss of business opportunity, goodwill or reputation,
  - 11.6.7 where any of the losses set out in condition 12.6.1 to condition 12.6.6 are direct or indirect; or
  - 11.6.8 any special, indirect or consequential loss, damage, charges or expenses.
- 11.7 Other than any excluded losses set out in these Terms, our maximum aggregate liability under or in connection with these Terms whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the amount paid by you for the Services. This maximum cap does not apply to condition 12.5.
- 11.8 References to liability in this clause 12 include every kind of liability arising under or in connection with these Terms including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.9 Nothing in these Terms excludes the liability of the Customer for any breach, infringement or misappropriation of Protec's Intellectual Property Rights.
- 11.10 We make no warranties as to the security of the Software and Hardware and shall therefore not be liable to you for any losses caused by security incidents or breaches in relation to your devices, network or systems arising out of your use of the Software and Hardware.
- 11.11 You agree that we will not be liable to you for any losses that you may incur as result of your access to the Software via your networks and systems.
- 11.12 These Terms set out the full extent of our obligations and liabilities in respect of the supply of the Services. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **12 RETENTION OF CUSTOMER DATA**

- 12.1 We shall not be responsible for backing up or retaining the Customer Data on the Software and reserve the right to able to delete the Customer Data at any time at our discretion.
- 12.2 We do not make any warranties regarding the retention of Customer Data. You shall be liable to back up and retain Customer Data if you require records of it.

## **13 TERMINATION**

- 13.1 Our Services to you may be cancelled and these Terms terminated if:
- 13.1.1 either party gives the other party 60 day's written notice to the other party that it wishes to terminate these Terms;
  - 13.1.2 our agreement with you in relation to the Protec Support Portal under the Overarching Terms and Conditions terminates; or
  - 13.1.3 these Terms are otherwise terminated in accordance with the provisions of these Terms or on the basis of the termination rights set out in the Overarching Terms and Conditions.
- 13.2 We may terminate these Terms immediately by written notice to you:
- 13.2.1 if you commit a material or persistent breach of these Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or
  - 13.2.2 any of the events set out in clause 8.1.4 of the Overarching Terms and Conditions are applicable.
- 13.3 On termination for any reason:
- 13.3.1 all rights granted to you under these Terms shall cease. For the avoidance of doubt, the licence granted to us under clause 4.2 will survive termination of these Terms;

- 13.3.2 you must immediately cease all activities authorised by these Terms; and
- 13.3.3 you must immediately and permanently delete or disable interfaces to the Software from all computer equipment in your possession, and immediately destroy, delete or return to us the Software then in your possession, custody or control and, in the case of destruction or deletion, certify to us that you have done so.

#### **14 OTHER IMPORTANT PROVISIONS**

- 14.1 You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms or any document expressly referred to in them.
- 14.2 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 14.3 These Terms specifically incorporate the following clauses of the Overarching Terms and Conditions: clause 23 (**Set Off**), clause 25 (**Waiver**), clause 27 (**Third Party Rights**), clause 28 (**Notices**), and clause 31 (**Proper Law and Jurisdiction**).

#### **15 HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 15.1 Under data protection legislation, we are required to provide you with certain information about who we are, how we process the personal data of those individuals who use the Services and for what purposes and those individuals' rights in relation to their personal data and how to exercise them. This information is provided in our Privacy Policy found [here](#) and it is important that you read that information.