

Reveal Media Master Services Agreement Terms

These Master Services Agreement Terms are entered into on [insert] (the “Effective Date”) between:

(A) **REVEAL MEDIA INC.**, a company registered in Virginia with its registered address at 13420 Reese Boulevard West, Suite 13, Huntersville, North Carolina 28078 (“Reveal”); and

(B) [INSERT], a company registered in [enter State] and its registered address at [insert] (the “Customer”),

each a “party” and together the “parties”.

BACKGROUND

- (1) Reveal is in the business of manufacturing and distributing body-worn cameras and associated accessories, software and support services to its customers.
- (2) The Customer wishes to purchase body-worn cameras and associated accessories, software and support services for use in its business.
- (3) The parties hereby agree to enter into a framework with Reveal pursuant to which the Customer may purchase and Reveal shall provide the Goods, Software and Services (as more fully described in this Agreement) from Reveal from time to time.

AGREED TERMS

1. Definitions and Interpretation

1.1 In this Agreement the following words and phrases shall have the following meanings:

Acceptable Use Policy or AUP: means Reveal’s policy governing acceptable use of the Software, as updated from time to time, available at <https://revealmedia.ams3.digitaloceanspaces.com/PDFs/UK/Legal-Terms/DEMS-360-SERVICE-ACCCEPTABLE-USE-POLICY.pdf>

Affiliate: means, with respect to any entity, any other entity that controls, is controlled by, or under common control with such entity. The terms “controls,” “controlled by,” and “under common control with” mean the ownership of at least fifty percent (50%) of the equity or beneficial interests of the entity or the right to vote for or appoint a majority of the board of directors or other governing body of such entity, and any other entity with respect to which any of its Affiliates has management or operational responsibility (even though such Affiliate may own less than fifty percent (50%) of the equity of such entity).

Agreement: means these Master Services Agreement Terms and all executed Order Forms.

Authorized User: means those employees (including for this purpose only, individual third-party contractors used alongside its regular workforce) of Customer designated and properly authorized by Customer as requiring access to the Software.

Background IP: means any and all Intellectual Property Rights that are owned by or licensed to a party (and in the case of Reveal its Affiliates) which are or have been developed independently of this Agreement (whether prior to the Effective Date or otherwise). The Background IP of Reveal shall include all of the rights (including Intellectual Property Rights) in the Software.

Business Day: means any day other than a Saturday, Sunday or bank or US public holiday.

Business Hours: means the hours between 9am and 5pm on Business Days.

Charges: the charges payable for the Goods, Software and Services as set out in an Order Form, set out in Reveal's then-current Price List or otherwise as notified to the Customer by Reveal from time to time.

Confidential Information: in relation to each party, means all information not publicly known and which is used in or otherwise relates to that party's business, customers or financial or other affairs, including without limitation information relating to:

- a) the marketing of products or services including without limitation customer names and lists and other details of customers, financial information, sales targets, sales statistics, market share statistics, prices, market research reports and surveys, and advertising and other promotional materials;
- b) trade secrets and know-how;
- c) personnel, agents, third party intermediaries and suppliers; and
- d) future projects, business development or planning, commercial relationships and negotiations,

in each case existing in any form, whether or not marked "confidential information", and all other information clearly designated by the disclosing party as confidential.

Contract Year: means each consecutive 12 month period beginning on the Effective Date and each anniversary thereof.

Customer Content: means all data, video, images, audio, text, information, software, content and other materials in any form (including derivatives) which either:

- a) Customer or any of its Authorized Users:
 - i. access, generate, create, collect, store, transmit or process in connection with using the Software; or
 - ii. cause to interface to, interact with or run on the Software; or
 - iii. transfer, supply or make available to Reveal; or
- b) Reveal:
 - i. obtains from Customer for the purpose of enabling the provision or fulfilment of the Software, or otherwise is in the possession, custody or control of Reveal in connection with the Software; or
 - ii. accesses, generates, creates, collects, stores, transmits or processes in the course of the performance of the Software solely for Customer.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time, as amended, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including the privacy of electronic communications).

Delivery Point: means the address specified in the Order Form for delivery of the Goods.

DEMS 360 Service Plan: means the document(s) provided to Customer setting out the scope of the DEMS 360 service and the associated Charges.

Documentation: the documentation provided in relation to the operational and system requirements, operation and functionality of the Software.

DPA: means Reveal's data processing agreement in force, as set out at Schedule 2.

Goods: means any Reveal equipment available to purchase from Reveal from time to time as may be purchased by the Customer pursuant to an Order Form.

Insolvency Event: means, in respect of a party, when that party ceases or threatens to cease to trade (in whole or part), becomes insolvent, is unable to pay its debts as they fall due, has a receiver, administrative receiver, administrator appointed of the whole or any part of its assets or business, makes any composition or arrangement with its creditors, or becomes the subject of an order or resolution for dissolution or liquidation (other than for the purpose of solvent amalgamation or reconstruction).

Intellectual Property Rights: means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights and all similar or equivalent rights or forms of protection in any part of the world, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights.

Licensed Materials: means the Software and any other Reveal Background IP licensed to the Customer by Reveal pursuant to this Agreement.

Maintenance Release: means a release of the Software which corrects Faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a New Version.

Master Services Agreement Terms: means this document entitled "Master Services Agreement Terms", including the Schedules thereto and any documents referred to or incorporated by reference therein.

New Version: means any new version of the Software which from time to time is publicly marketed and offered for purchase by Reveal in the course of its normal business, being a version which contains such significant differences from the previous versions as to be generally accepted in the marketplace as constituting a new product.

Non-Conforming Goods: means either (i) the Goods shipped are different to the Goods identified in the Order Form; or (ii) the Goods' label or packaging incorrectly identifies its contents.

Order Form: means an order for the provision of Goods, Software and/or Services substantially in the form set out at Schedule 1.

Price List: means Reveal's list of prices for its Goods, Software and Services, as updated from time to time.

Reveal Warranty: means the standard warranty provided by Reveal in respect of the Goods, available <https://revealmedia.ams3.digitaloceanspaces.com/Reveal-Warranty-Worldwide-USA.pdf>

Services: means the services provided by Reveal pursuant to an Order Form, including any Support Services.

Software: means the DEMS 360 software, howsoever provided by Reveal, including the Documentation and any Maintenance Releases.

Support Services: means the support services purchased by the Customer and provided by Reveal in accordance with this Agreement, as further set out in Schedule 4.

1.2 In this Agreement, references to:

1.2.1 the singular shall include the plural and vice versa (unless the context otherwise requires); and

1.2.2 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 sub-ordinate legislation made under it.

1.3 Any obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.

1.4 Any phrase introduced by the terms including, include, in particular or any similar expression shall be for illustrative purposes only and shall not limit the sense of the words preceding those terms.

1.5 If there is any conflict or inconsistency between the documents forming this Agreement, subject to clause 3.5, the Master Services Agreement Terms will take precedence over the Order Form(s).

2. **APPOINTMENT**

2.1 These Master Services Agreement Terms shall commence on the Effective Date and shall, unless terminated earlier in accordance with their terms, continue for a period of [60 months] from the Effective Date ("**Initial Term**").

2.2 Either Party may terminate these Master Services Agreement Terms with effect on the expiry of the Initial Term by providing not less than 3 months' prior written notice to the other Party. If these Master Services Agreement Terms have not been terminated on or before the expiry of the Initial Term, these Master Services Agreement Terms shall continue beyond the Initial Term for successive 12-month periods (each such period being a "**Renewal Term**"). Either Party may terminate a Renewal Term by giving not less than 3 months' prior written notice to the other Party with the termination having effect on the expiry of the then applicable Renewal Term. The Parties shall not enter into any further Order Forms after the date on which a notice to terminate has been served. Order Forms already in force will continue to be governed by these Master Services Agreement Terms until the expiry of each Order Form.

2.3 These Master Services Agreement Terms are a framework under which the Customer can request, and Reveal shall provide, the Goods, Software and Services from time-to-time. The Schedules set out certain additional terms which may apply depending on the particular Goods, Software and/or Services being provided. The Order Form will indicate the Goods, Software and/or Services being purchased.

2.4 All Goods, Software and Services shall be provided in accordance with this Agreement. There is no obligation on the Customer to request Goods, Software and Services; Reveal to agree to provide the Goods, Software and Services; or either party to enter any Order Form

3. **ORDERS**

3.1 If the Customer requires Reveal to provide any Goods, Software and/or Services and Reveal agrees to provide the relevant Goods, Software and/or Services, Reveal shall provide a quotation setting out the proposed Charges which shall be valid for a period of 30 calendar days from the date of such quotation.

- 3.2 If the Customer approves the quotation, the parties shall enter into and execute an Order Form, which shall be made pursuant to and governed by these Master Services Agreement Terms, binding on both parties. For the avoidance of doubt, each Order Form shall be part of the Agreement and shall not form a separate contract to the Master Services Agreement Terms. The Customer may request and/or Reveal may recommend a change to an Order Form at any time prior to delivery or completion of the Goods and/or Services. All changes are to be made in accordance with clause 21.6.
- 3.3 The Customer shall provide a purchase order or purchase order number along with its approval of the Quotation. The Customer acknowledges and agrees that without a purchase order or purchase order number, Reveal shall have no obligation to provide any Goods or Services to the Customer.
- 3.4 Customer's Affiliate may enter into an Order Form for the provision of Goods and/or Services under these Master Services Agreement Terms. In such circumstances, all references to "Customer" in the Agreement shall be deemed to be references to that Customer Affiliate.
- 3.5 If an Order Form references a specific clause in these Master Services Agreement Terms and states that a provision in the Order Form shall take precedence over it, the Order Form shall prevail.

4. DELIVERY

- 4.1 Reveal shall use commercially reasonable efforts to deliver the Goods specified in the Order Form within a reasonable time. Reveal shall advise the expected shipping date to the Customer as soon as reasonably practicable.
- 4.2 Any dates quoted for delivery are approximate only, and the time of delivery of the Goods is not of the essence. Reveal shall not be liable for any delay in delivery of the Goods that is caused by the Customer's failure to provide Reveal with adequate delivery instructions or any other instructions or information relevant to the shipment and delivery of the Goods.
- 4.3 Reveal shall arrange for shipping to the Delivery Point using Reveal's standard methods for packaging and shipping of such Goods. The Customer shall be responsible for all loading and shipping costs and shall, if reasonably necessary, provide equipment and labor reasonably suited for receipt of the Goods.
- 4.4 Reveal may, in its sole discretion, without liability or penalty, make partial shipments of Goods to Customer, and the Customer acknowledges and agrees that Goods from a particular Order Form may not be shipped together or on the same date and may arrive at the Delivery Point on different dates. Reveal shall inform the Customer of this in advance.
- 4.5 Each shipment of the Goods shall be accompanied by documentation showing the date of the Order Form, all relevant Customer and Reveal reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if a partial shipment, the outstanding balance of Goods remaining to be delivered.
- 4.6 If Reveal requires Customer to return any packaging materials to Reveal this shall be clearly stated in the documentation accompanying the shipment. The Customer shall make any such packaging materials available for collection at such times as Reveal shall reasonably request. Returns of packaging materials shall be at Reveal's expense.

5. RISK AND TITLE TO THE GOODS

- 5.1 Risk in the Goods passes to the Customer at the time of delivery to the Delivery Point.
- 5.2 Title to the Goods passes to the Customer on the later of (a) delivery of the Goods to the Delivery Point; and (b) receipt by Reveal of payment in full of the Charges for the relevant Goods.
- 5.3 Until title to the Goods has passed to Customer, Customer shall:

- 5.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Reveal's property;
 - 5.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 5.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - 5.3.4 notify Reveal immediately if it becomes subject to any of the events specified in clause 16.1.1 below; and
 - 5.3.5 provide Reveal with such information relating to the Goods as Reveal may require from time to time.
- 5.4 If the Customer takes delivery of the Goods prior to title in such Goods passing to the Customer pursuant to clause 5.2 above, then subject to clauses 5.3 and 5.5, the Customer may use (but not resell) the Goods in the ordinary course of its business until title passes.
- 5.5 If before title to the Goods passes to the Customer in accordance with clause 5.4 above, the Customer becomes subject to any of the events specified in clause 16.1.1 below, then without limiting any other right or remedy Reveal may have, the Customer's right to use such Goods in the ordinary course of its business all cease immediately and Reveal may at any time:
- 5.5.1 require the Customer to deliver up all Goods in its possession; and
 - 5.5.2 if Customer fails to do so promptly, enter any premises of Customer or of any third party where the Goods are stored in order to recover them.
- 5.6 The Customer must ensure that all Goods which are no longer used and constitute waste electrical and electronic equipment are correctly collected, delivered, treated, recovered and environmentally and soundly disposed of in accordance with the guidance from the US Environmental Protection Agency s and any other applicable waste disposal laws and regulations. The Customer must maintain evidence of the treatment of such waste electrical and electronic equipment and upon written request of Reveal provide written evidence of such disposal as soon as reasonably practical. This clause 5.6 shall survive termination or expiry of this Agreement.
6. **INSPECTION AND NON-CONFORMING GOODS**
- 6.1 The Customer shall inspect the Goods and notify Reveal in writing of any Non-Conforming Goods within seven (7) days of delivery to the Delivery Point (the "**Inspection Period**"). Customer will be deemed to have accepted the Goods unless it notifies Reveal in writing of any Non-Conforming Goods within the Inspection Period and furnishes such written or photographic evidence or other documentation as reasonably required by Reveal.
- 6.2 If Customer notifies Reveal of any Non-Conforming Goods within the Inspection Period, Reveal shall, in its sole discretion either:
- 6.2.1 repair or replace such Non-Conforming Goods; or
 - 6.2.2 credit or refund the Charges for such Non-Conforming Goods, together with any reasonable shipping expenses incurred by the Customer in connection therewith.
- 6.3 The Customer shall ship the Non-Conforming Goods to the address specified by Reveal. If Reveal exercises its option to replace the Non-Conforming Goods, Reveal shall, after receiving the Non-Conforming Goods, ship to Customer the replacement Goods to the Delivery Point. In the event Reveal

determines the shipped Goods are not Non-Confirming Goods, the Customer will be charged for the shipping charges incurred.

- 6.4 Customer acknowledges and agrees that the remedies set forth in clause 6.2 are Customer's exclusive remedies for the Non-Confirming Goods.

7. **GOODS WARRANTY**

- 7.1 Reveal warrants that the Goods shall comply and be provided in accordance with the Reveal Warranty in place at the time of delivery.
- 7.2 Except for the Reveal Warranty or as otherwise expressly set out in this Agreement, Reveal makes no warranty whatsoever with respect to the Goods, including without limitation, any warranty of merchantability, non-infringement or fitness for a particular purpose, whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise. Any terms implied by any legislation or rule of law are, to the fullest extent permitted by law, excluded from this Agreement.
- 7.3 The remedies set forth in the Reveal Warranty shall be the Customer's sole and exclusive remedy and Reveal's entire liability for any breach of the Reveal Warranty.
- 7.4 The Reveal Warranty is specifically limited to Customer. No guarantee or warranty of any kind is made to any other person, whether subsequent purchaser or user, or to any bailee, licensee, assignee, employee, agent or otherwise.
- 7.5 The Customer warrants that it shall read any product warnings, advisory notices and any other documentation relating to the Goods carefully before using.
- 7.6 Goods that are manufactured by a third party are sold by Reveal subject to the warranty provided by the original equipment manufacturer and no other warranty applies.

8. **CUSTOMER OBLIGATIONS**

- 8.1 The Customer shall:
- 8.1.1 provide Reveal with:
- (a) all necessary co-operation in relation to this Agreement; and
 - (b) all necessary access to such information as may be required by Reveal;
- in order to provide the Goods, Software and Services, including but not limited to Customer Content, security access information and configuration services;
- 8.1.2 without affecting its other obligations under this Agreement, comply with all applicable laws and regulations with respect to its activities under this Agreement;
- 8.1.3 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, Reveal may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 8.1.4 ensure that the Authorized Users use the Goods, Services and Software in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorized User's breach of this Agreement;

- 8.1.5 obtain and shall maintain all necessary licenses, consents, and permissions necessary for Reveal, its contractors and agents to perform their obligations under this Agreement;
- 8.1.6 ensure that its network and systems comply with the relevant specifications provided by Reveal from time to time; and
- 8.1.7 read any product warnings, advisory notices and any other documentation relating to the Goods or Services that are issued by Reveal during the term of this Agreement.

9. CHARGES AND PAYMENT

- 9.1 The Customer shall pay the Charges to Reveal. Unless stated otherwise in an Order Form or invoice, the Customer shall pay all Charges within 30 days of the date of the relevant invoice. Failure by the Customer to fulfil its own administrative requirements (e.g. the provision of a purchase order number) will not impact Reveal's right to invoice and receive payment.
- 9.2 Notwithstanding clause 9.1, Reveal may increase the Charges for the Goods at any time prior to delivery if such increase is necessary due to:
 - 9.2.1 any factor beyond Reveal's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labor, materials and other manufacturing costs);
 - 9.2.2 any request by Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - 9.2.3 any delay caused by any instructions of Customer or failure of Customer to give Reveal adequate or accurate information or instructions.
- 9.3 Unless otherwise stated in the Order Form:
 - 9.3.1 all Charges are exclusive of the costs and charges of packaging, insurance and shipping of the Goods, which shall be invoiced to the Customer;
 - 9.3.2 all Charges are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by the Customer;
 - 9.3.3 all Charges are exclusive of value added taxes, use taxes, sales taxes or local duties; and
 - 9.3.4 the Customer shall make all payments to the account specified in the applicable invoice and in the currency specified in the Order Form.
- 9.4 In addition to the Fees set out in the Order Form, Reveal shall be entitled to charge Customer additional charges ("Overage Charges") incurred in respect of Customer exceeding the usage limits referred to in this Agreement or in the DEMS 360 Service Plan. Unless otherwise specified in this Agreement, Overage Charges shall be payable at the rates specified in the DEMS 360 Service Plan or, if no such rates are specified, at Reveal's then standard rates applicable and published by Reveal from time to time. Reveal may render an invoice for Overage Charges at the end of the month in which they are incurred.
- 9.5 The Customer shall be responsible for all such charges, costs and taxes provided that the Customer shall not be responsible for any taxes imposed on, or with respect to, Reveal's income, revenues, gross receipts, personnel or real or personal property or other assets.
- 9.6 If Reveal has not received payment of any invoice by the due date for payment, Reveal may at its discretion:

- 9.6.1 charge interest on all overdue payments at the rate of 4% per annum accruing on a daily basis until payment is received in full, along with any costs incurred by Reveal in the collection of late payments including reasonable legal fees; and/or
 - 9.6.2 suspend the delivery or provision of any Goods, Software or Services if Customer fails to pay any amounts when due hereunder.
- 9.7 All amounts due under this agreement from the Customer to Reveal shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 9.8 Reveal may at any time set off any liability of the Customer to Reveal against any liability of Reveal to the Customer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.
- 10. **SOFTWARE**
- 10.1 Reveal shall grant the Customer access to and use of the Software as set out in the relevant Order Form and Schedule 3.
- 10.2 In accessing and using the Software, the Customer warrants that it shall, and shall ensure that its Authorized Users shall, comply at all times with the terms of this Agreement, including the Acceptable Use Policy.
- 11. **SUPPORT SERVICES**
- 11.1 Reveal shall provide the Support Services to the Customer as set out in the relevant Order Form and Schedule 4.
- 12. **INTELLECTUAL PROPERTY RIGHTS**
- 12.1 All Background IP is and shall remain the exclusive property of the party owning it (or, where applicable, the third party from whom its right to use the Background IP has derived). Other than as expressly set out in this Agreement, no party shall have any right or license to use the Background IP of the other party.
- 12.2 Each party hereby grants to the other party a limited, non-exclusive, non-transferable to use its Background IP solely to the extent necessary to fulfil its obligations and exercise its rights pursuant to this Agreement.
- 12.3 The Customer warrants, undertakes and represents that:
 - 12.3.1 it has all necessary rights, permissions, licenses and consents in and to the Customer Content; and
 - 12.3.2 its capturing, uploading and storing of the Customer Content shall be carried out in compliance with all applicable laws; and
 - 12.3.3 it shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Content.
- 12.4 The Customer shall indemnify and hold Reveal harmless 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 Content, including any claim brought by a third party that the Customer Content infringes the rights (including the Intellectual Property Rights) of that third party.

- 12.5 Subject to clause 12.6 Reveal shall defend, indemnify and keep indemnified the Customer, and hold them harmless against any losses incurred or suffered by the Customer arising out of or in connection with any claim that the Licensed Materials licensed by Reveal and used by the Customer in accordance with this Agreement infringe the Intellectual Property Rights, of a third party ("**Third Party IP Claim**").
- 12.6 On becoming aware of an actual or potential Third Party IP Claim, Customer shall:
- 12.6.1 promptly notify Reveal in writing and shall not make any admissions without Reveal's prior written consent;
 - 12.6.2 at Reveal's request and expense, allow Reveal at its own cost to conduct and/or settle all negotiations and litigation resulting from the Third Party IP Claim; and
 - 12.6.3 at Reveal's request and cost provide all reasonable assistance with such negotiations or litigation.
- 12.7 If a Third Party IP Claim is made or is reasonably likely to be made, Reveal may at its option, at its own expense and as soon as reasonably practicable:
- 12.7.1 promptly modify the Licensed Materials which are the actual or potential subject of the Third Party IP Claim without reducing the performance or functionality of the same, or replace such Licensed Materials or infringing part thereof with other materials of equivalent functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or replaced materials (or any part thereof);
 - 12.7.2 procure a license (without any additional cost) for the Customer to use the Licensed Materials in accordance with the terms of this Agreement; and/or
 - 12.7.3 terminate the applicable portion of the Licensed Materials and refund to the Customer all amounts that have been paid in advance to the extent the amounts are attributable to the unused and undelivered portion of the terminated Licensed Materials.
- 12.8 Reveal shall have no liability in respect of a Third Party IP Claim if any alleged infringement of the Intellectual Property Rights of any third party arises out of or in connection with (a) the Customer being in material breach of this Agreement; (b) any combination, operation or use of the Licensed Materials with any other products, services, items, or technology, including open source software, unless discussed and approved or agreed in advance; (c) use for a purpose or in a manner for which the Licensed Materials were not designed, or use after Reveal notifies Customer to cease such use due to a possible or pending Third Party IP Claim; (d) any modification made to the Licensed Materials performed by any person other than Reveal or its authorized representatives; (e) any modification made to the Licensed Materials performed by Reveal pursuant to instructions, designs, specifications or any other information provided to Reveal by or on behalf of Customer; (f) services provided by Customer; or (g) any data or information (including but not limited to all text, sound, video and image files), software (including machine images), and other information that Customer, including its Authorized Users, or third party stores, uses or makes available to Reveal or others through or in connection with the Licensed Materials.
- 12.9 The Customer acknowledges and agrees that the indemnity set out in clause 12.5 shall be the Customer's sole and exclusive remedy in respect of any actual or alleged Third Party IP Claim.
13. **CONFIDENTIALITY**
- 13.1 Each party (the "**receiving party**") undertakes that for the duration of this Agreement and thereafter it shall keep confidential and (except for the purposes of this Agreement) shall not use or disclose (without the prior written consent of the other party) to any third party any Confidential Information

of the other party (the “**disclosing party**”) which may become known to it in connection with this Agreement.

13.2 The obligations in clause 13.1 shall not prohibit disclosure of the disclosing party's Confidential Information to:

13.2.1 any entity, body or person having a statutory or regulatory right to request and receive that information (including a regulator) provided that (to the extent not prohibited by applicable law or order of court, government agency or regulatory body or stock exchange regulation) the receiving party gives the disclosing party as much notice of such requested or required disclosure as is possible and provides the disclosing party, at the disclosing party's cost, with such assistance as the disclosing party may request to attempt to prevent or limit such disclosure;

13.2.2 the receiving party's own employees, agents and permitted sub-contractors who need to know it for the purposes of this Agreement;

13.2.3 the receiving party's auditors and professional advisors; and

13.2.4 any person to whom an assignment has been permitted under this Agreement,

in each case provided that (to the extent permissible) the receiving party makes the recipient aware that the information is confidential and that it owes a duty to the owner of it to keep it confidential. The receiving party shall be responsible for procuring that such person complies with the duty of confidentiality imposed by this Agreement as if they were a party to it except where the receiving party has been compelled by applicable law or regulatory requirement to make the disclosure.

13.3 Clause 13.1 does not apply to information which the receiving party can show by reference to documentary or other evidence:

13.3.1 was rightfully in its possession prior to disclosure to it by the other party;

13.3.2 is already public knowledge or which becomes so at a future date (otherwise than as a result of breach of this clause 13);

13.3.3 is received from a third party who is not under an obligation of confidentiality in relation to the information; or

13.3.4 is developed independently without access to, or use or knowledge of, the Confidential Information.

13.4 Reveal shall have and maintain in place appropriate technical and organizational data security measures in order to protect the Customer's Confidential Information (including Customer Content).

13.5 The obligations in this clause 13 shall survive termination for any reason of this Agreement.

14. **DATA PROTECTION**

14.1 Each party shall comply with Data Protection Legislation and the terms of the DPA, in each case as applicable to it.

15. **LIABILITY**

15.1 Except as expressly and specifically provided in this Agreement, and subject to clause 15.2:

15.1.1 the Customer assumes sole responsibility for results obtained from the use of the Goods, Services and Software by the Customer, and for conclusions drawn from such use. Reveal

shall have no liability for any damage caused by errors or omissions in any Customer Content, information, instructions or scripts provided to Reveal by the Customer in connection with the Goods, Services or Software, or any actions taken by Reveal at the Customer's direction;

- 15.1.2 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; and
- 15.1.3 the Goods, Services and Software are provided to the Customer on an "as is" basis.
- 15.2 Nothing in this Agreement shall limit or exclude either party's liability for (a) death or personal injury caused by that party's negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot be limited or excluded by law.
- 15.3 Subject to clause 15.2, neither party shall be liable, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, under or in connection with this Agreement for any loss of profit, loss of revenue, loss of business, loss of goodwill (in each case whether direct or indirect) or any indirect or consequential loss.
- 15.4 Subject to clause 15.2 and 15.3, each party's total liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall be limited in each Contract Year aggregate to the greater of (a) an amount equal to 100% of the Charges paid or payable in that Contract Year; and (b) [amount].
- 15.5 Reveal has no obligation for any claim of infringement arising from, and Customer will defend, indemnify and hold harmless Reveal and its directors, officers, employees and shareholders against any third-party claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including reasonable attorneys' fees and expenses) arising from or related to: (i) Reveal's compliance with Customer or third party designs, specifications, instructions, or technical information; (ii) modifications made by any party other than Reveal; (iii) Customer's non-compliance with applicable documentation, including without limitation, product advisory notices and warnings; (iv) Customer's negligence, intentional misconduct or breach of any provision of these Terms; (v) use of the Goods for purposes not contemplated by the Order Form or applicable documentation (including distribution to third parties); (vi) Customer use or combination of the Goods with products, software, or services that are not provided by Reveal; or (vi) Goods or associated software that are not at the most current release level if the most current release level is non-infringing.

16. TERM AND TERMINATION

- 16.1 Without affecting any other right or remedy available to it, either party may terminate these Master Services Agreement Terms and/or any Order Form:
 - 16.1.1 with immediate effect by giving written notice to the other party if the other party suffers an Insolvency Event; or
 - 16.1.2 with immediate effect by giving written notice to the other party if that party commits a material breach of any term of the Master Services Agreement Terms or the relevant Order Form which breach is irremediable or (if such breach is remediable) the breaching party fails to remedy that breach within a period of 30 days after being notified in writing to do so.
- 16.2 Termination of this Agreement or termination or expiry of a Order Form for any reason will:

- 16.2.1 be without prejudice to any obligation or right of any party which has accrued prior to such expiry or termination (or shall thereafter accrue in respect of the period before such expiry or termination);
- 16.2.2 not affect any provision of this Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination; and
- 16.2.3 not affect any other Order Form then in effect.
- 16.3 On termination or expiry of this Agreement (or any part of it):
 - 16.3.1 each Party shall comply with the termination provisions set out in any Order Form which is also being terminated (if any);
 - 16.3.2 if any Charges have been paid in advance for Services not provided by Reveal as at the termination date, Reveal shall promptly provide the Customer a refund for any such monies for Services not provided;
 - 16.3.3 all outstanding Charges shall immediately become due and payable;
 - 16.3.4 unless stated otherwise all rights and licenses granted under this Agreement or the relevant Order Form shall cease; and
 - 16.3.5 each party shall destroy or return all Confidential Information belonging to the other party, and any copies thereof.
- 16.4 The expiry or termination for any reason of this Agreement (or any part of it) shall not affect any right and/or liability of any party which has accrued before expiry or termination, or any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after expiry or termination.
- 17. **FORCE MAJEURE**
 - 17.1 Reveal shall not be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from any events, circumstances or causes beyond its reasonable control.
 - 17.2 If the period of delay or non-performance continues for more than thirty days, either party may terminate this Agreement (or part thereof) by giving thirty days' written notice to the other party.
- 18. **MARKETING AND PUBLICITY**
 - 18.1 Subject to the Customer's prior written approval, the Customer grants to Reveal the express right to use Customer's name and logo in marketing, sales, financial and public relations materials and other communications solely to identify Customer as a client of Reveal.
 - 18.2 The Customer grants Reveal a license to use its logo, branding and trade mark solely to advertise the Customer as a customer of Reveal on Reveal's website, social media and other marketing platforms and content.
- 19. **DISPUTE RESOLUTION**
 - 19.1 The Parties agree to use reasonable commercial endeavors to resolve any dispute arising out of this Agreement.

20. NOTICES

- 20.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered by pre-paid first-class post, email or by commercial courier, to each party required to receive the notice as set out below:

Reveal: Legal@revealmedia.com

Customer: [INSERT NAME AND ADDRESS AND EMAIL ADDRESS]

or as otherwise specified by the relevant Party by notice in writing to the other Party.

- 20.2 Any notice shall be deemed to have been duly received:

- 20.2.1 if sent by pre-paid first-class post, at 9.00 am on the second business day (being any day other than a Saturday, Sunday or US public holiday) after posting;
- 20.2.2 if sent by email, at the time of transmission if during normal business hours in the place of receipt, or at the start of business hours on the following business day if not; or
- 20.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

21. MISCELLANEOUS

- 21.1 **Assignment.** Neither party shall assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of the other party. Reveal may subcontract any part of its provision under this Agreement.
- 21.2 **Waiver.** Failure to exercise, or any delay in exercising, any right or remedy under this Agreement, or at law or equity, shall not be a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.
- 21.3 **Severability.** If any provision of this Agreement (or part of a provision) 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 the minimum modification necessary to make it legal and enforceable.
- 21.4 **No Partnership.** Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, make any party the agent of another party, nor authorize any party to enter into commitments for or on behalf of the other party.
- 21.5 **Entire Agreement.** These Master Services Agreement Terms, together with the documents referred to in them including the Order Form(s), are the entire agreement between the parties, superseding all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to the subject matter.
- 21.6 **Variation.** Other than as expressly stated otherwise a variation of this Agreement shall not be effective unless in writing and signed by both parties (or their authorized representatives).
- 21.7 **Counterparts.** These Master Services Agreement Terms (and any Order Form) may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, but all the counterparts shall together constitute the same agreement.
- 21.8 **Third Party Rights.** Except where expressly stated otherwise, this Agreement does not give rise to any rights of third parties to enforce any term of this Agreement.

- 21.9 **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 laws of Delaware. The Parties irrevocably agree that the courts of the state of Delaware shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

These Master Services Agreement Terms have been duly executed on the dates set out below and are deemed effective as of the Effective Date.

Signed by [INSERT NAME] for and on behalf of
REVEAL MEDIA INC.

.....

Director

.....

Date

Signed by [INSERT NAME] for and on behalf of
[CUSTOMER NAME]

.....

Director

.....

Date

Schedule 1 – Template Order Form

This Order Form is entered into on [insert] (the “Order Form Date”) between:

- (A) REVEAL MEDIA INC., a company registered in Virginia with its registered address at 13420 Reese Boulevard West, Suite 13, Huntersville, North Carolina 28078 (“Reveal”); and
- (B) [INSERT], a company registered in [insert detail]] with its registered address at [insert] (the “Customer”),

each a “party” and together the “parties”.

BACKGROUND

- (A) Reveal and the Customer have entered into a framework services agreement dated [insert] (“Master Services Agreement Terms”), allowing the Customer to request Goods, Software and Services from Reveal from time-to-time.
- (B) Under the Master Services Agreement Terms, the Customer now requests certain Goods, Software and/or Services to be provided by Reveal, and Reveal agrees to provide such services to the Customer in accordance with this Order Form.

AGREED TERMS

1. STRUCTURE

- 1.1 Unless stated to the contrary in this Order Form, the terms used in this Order Form shall have the same meaning as given to them in the Master Services Agreement Terms.
- 1.2 This Order Form:
- 1.2.1 has been entered into pursuant to the Master Services Agreement Terms;
 - 1.2.2 is governed by the Master Services Agreement Terms and is not a separate contract to them; and
 - 1.2.3 forms part of the Agreement.
- 1.3 This Order Form comes into effect and shall continue for the period set out in paragraph 2.1 of this Order Form, unless terminated at an earlier date in accordance with the terms of the Agreement.

2. ORDER FORM DETAILS

- 2.1 Order Form Date: [insert date]
- 2.2 Order Form Number: [insert number]
- 2.3 Goods:

Goods	[insert details of number and type of goods]
Delivery Point	[insert address of delivery]
Charges	[insert charges]

2.4 Software:

Hosting	On-premise <input type="checkbox"/> Cloud <input type="checkbox"/>
License	
License Term	[insert term]
Charges	[insert charges]

2.5 Services:

Goods Support Plan	Reveal Warranty <input type="checkbox"/> Reveal Ultimate Care <input type="checkbox"/>
Software Support Service	[insert details of any software support services]
Support Period(s)	[insert the term for each individual service]
Charges	[insert charges]

This Order Form has been duly executed on the dates set out below and is deemed effective as of the Order Form Date set out in paragraph 2.1 of this Order Form.

Signed by [INSERT NAME] for and on behalf of
REVEAL MEDIA INC.

.....

Director

.....

Date

Signed by [INSERT NAME] for and on behalf of
[CUSTOMER NAME]

.....

Director

.....

Date

Schedule 2 - Data Processing Agreement

Between

[insert details] ("Customer/Buyer/ Controller")

and

Reveal Media Inc. ("Reveal/Supplier/Processor")

(each one 'a Party' or together 'the Parties')

Commencing this [insert date and end date]

1. Definitions

For the purpose of this Agreement, the following definitions shall be used:

"Agreement"	means this data processing agreement between the Parties
"Contract"	means the Master Services Agreement Terms between the Parties

2. Order of precedence

- 2.1. The Agreement shall take precedence over the Contract for provisions pertaining to Personal Data processing.

3. GDPR Information

- 3.1. Each party agrees that, in the performance of its respective obligations under this agreement, it shall comply with the provisions of the applicable laws and regulations, which may include country, provincial, state, or city laws (together, "Data Protection Laws"), in each case to the extent it applies to each of them. Where used in this clause 3, the expressions process, personal data, data processor and data subject shall bear their respective meanings given in Data Protection Laws.
- 3.2. For the purposes of Data Protection Laws, where Reveal processes any personal data for Customer pursuant to this agreement ("Personal Data") Customer shall be the data controller and Reveal shall be the data processor.
- 3.3. Reveal shall process Personal Data in accordance with Annex 1: Processing Personal Data of this Agreement and any further written instructions received from the Customer.
- 3.4. Reveal shall process the Personal Data only in accordance with the terms of this Agreement and Customer's instructions (provided that such instructions are within the scope of Reveal's obligations under the agreement) unless otherwise required by law or any other regulatory requirements. Reveal shall immediately inform the controller if, in its opinion, an instruction infringes the data protection.
- 3.5. Customer warrants that:
- 3.5.1. all Personal Data provided by or on behalf of Customer shall be deemed lawfully obtained and retained by Customer (or its nominated third party);
- 3.5.2. all necessary consents and data processing notices have been provided in relation to the processing of the Personal Data;

- 3.5.3. Customer will not do or omit to do anything which will place Reveal in breach of any Data Protection Laws;
- 3.5.4. Customer only processes personal data in accordance with the relevant principles under the Data Protection Laws;
- 3.5.5. Customer is lawfully entitled to provide, procure the provision of or authorize Reveal to obtain (as the case may be) the Personal Data for the purposes envisaged by this Agreement; and
- 3.5.6. any processing of the Personal Data by Reveal in accordance with clause 3.4 shall not contravene any Data Protection Laws or infringe the rights of the data subject or any third party;
- 3.6. Without prejudice to any other right or remedy Reveal may have, Customer shall indemnify, keep indemnified and hold Reveal harmless against all claims, demands, penalties, fines, actions, costs, expenses, losses and damages suffered or incurred by or awarded against Reveal arising from or in connection any breach by Customer of clause 3.5.
- 3.7. Reveal warrants that it shall:
 - 3.7.1. processes the Personal Data only on documented instructions;
 - 3.7.2. implement such security measures as required to enable Personal Data to be processed in compliance with obligations equivalent to those imposed on Customer by the Data Protection Laws;
 - 3.7.3. notify Customer without undue delay on becoming aware of a personal data breach and cooperate with Customer to resolve such issue; and
 - 3.7.4. at Customer's expense, provide such assistance as Customer may reasonably require to assist it to comply with its obligations to keep the Personal Data secure, allow it to inform a regulatory authority or data subject of a personal data breach, conduct a data protection impact assessment, consult with a regulatory authority regarding the processing of Customer Personal Data and/or respond to requests made by data subjects pursuant to Data Protection Laws. Reveal will charge reasonable fees for these services.
 - 3.7.5. ensure that persons authorized to process the personal data have undergone data protection training and commit themselves to confidentiality
- 3.8. Reveal shall not engage another processor without prior specific or general written authorization whereas such authorization will not be unreasonably refused. Where upon such authorization, the Supplier engages a sub-processor to carry out on its behalf activities for the Customer in relation to the Contract, it shall impose upon any such processor the same data protection obligations as imposed on it by law and under this agreement. Reveal therefore assumes liability for the acts and omissions of such sub-processors as if they were Reveal's own acts and omissions under this Agreement. For the avoidance of doubt the data is to be hosted in a Microsoft Azure Data Centre in Virginia, East US.
- 3.9. From time to time during the term of this Agreement Reveal shall (upon written request from Customer):
 - 3.9.1. provide details in writing of its data processing activities in respect of Personal Data; and
 - 3.9.2. on reasonable notice allow Customer to audit its compliance with these terms (subject to any reasonable requirements or restrictions that Reveal may impose to safeguard the personal data it holds on behalf of other customers and/or avoid unreasonable disruption to Reveal's business).
 - 3.9.3. at the choice of the controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies. Reveal will charge reasonable fees for these services if required.
- 3.10. Each party shall:

- 3.10.1. comply with all Data Protection Laws;
- 3.10.2. co-operate with any regulatory authority for data processing; and
- 3.10.3. keep such records of processing of Personal Data as required under Data Protection Laws.

The Agreement is executed on behalf of the parties:

CUSTOMER SIGNATORY

Name:

Title:

Date:

REVEAL MEDIA INC. SIGNATORY

Name:

Title:

Date:

Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer is:
Telephone:
Email:
- 1.2 The contact details of the Supplier's Data Protection Officer are:
Telephone on +44 (0)203 890 2000
Email at DPO@revealmedia.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor
Duration of the Processing	During the term of the Contract and for 30 days after termination
Nature and purposes of the Processing	[to be amended to suit customer]
Type of Personal Data	<p>Personal data that may be processed include [to be amended to suit customer]:</p> <p><i>Categories of personal data that may be processed:</i></p> <ul style="list-style-type: none"> • Name • Address • Email • Telephone/Mobile • Date of Birth

	<p><i>Special categories of personal data (also referred to as sensitive personal data) that may be processed:</i></p> <ul style="list-style-type: none"> • <i>Racial or ethnic background</i> • <i>Political opinions</i> • <i>Religious beliefs or other beliefs of a similar nature</i> • <i>Trade union membership</i> • <i>Physical or mental health or condition</i> • <i>Biometric data</i> • <i>Sexual life</i>
Categories of Data Subject	e.g: Staff (including volunteers, agents, and temporary workers), suppliers, members of the public.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under State law to preserve that type of data	<p>All data remains the property of the Controller and may be subject to retention periods.</p> <p>Processor shall at the choice of the Controller, delete or return all the personal data to the controller after the end of the provision of services relating to processing, and deletes existing copies on its cloud. Processor will charge the Controller for deletion or return of the data at the end of the Contract. Controller has the option to delete its data from the Cloud upon Contract termination or expiry, whichever is earlier.</p>

Schedule 3 – Software Terms

OPTION 1 – CLOUD SOFTWARE LICENCE

1. Software License

1.1 In consideration for the payment of the applicable Charges, Reveal hereby grants to the Customer a limited, non-exclusive, non-transferable, revocable right and license, without the right to grant sublicenses, to permit the Customer, via rights of access granted to the Customer's Authorized Users, to access and use the Software solely for Customer's internal business operations and in conjunction with the operation of the Goods. The grant of this right and license is subject to the Customer's compliance with this Agreement.

1.2 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; facilitates illegal activity; depicts sexually explicit images; promotes unlawful violence; is discriminatory based on race, gender, color, religious belief, sexual orientation, disability; or is otherwise illegal or causes damage or injury to any person or property; and Reveal reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of this paragraph. The parties acknowledge and agree that the capturing, processing and storage of Customer Content using Software in conjunction with the Goods in their ordinary use and in accordance with this Agreement shall not be deemed a breach of this paragraph 1.2.

1.3 The Customer shall not:

1.3.1 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:

(a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software (as applicable) in any form or media or by any means; or

(b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or

1.3.2 access all or any part of the Software in order to build a product or service which competes with the Software; or

1.3.3 use the Software to provide services to third parties; or

1.3.4 subject to clause 21.1, 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 Authorized Users, or

1.3.5 attempt to obtain, or assist third parties in obtaining, access to the Software, other than as provided under this paragraph 1; or

1.3.6 introduce or permit the introduction of, any Virus into the Software or Reveal's network and information systems.

1.4 The Customer shall use all reasonable endeavors to prevent any unauthorized access to, or use of, the Software and, in the event of any such unauthorized access or use, promptly notify Reveal.

2. Provision of Software

- 2.1 Reveal shall, during the Term, provide the Software to the Customer on and subject to the terms of this Agreement, substantially in accordance with the Documentation and with reasonable skill and care.
- 2.2 Reveal shall use commercially reasonable endeavors to make the Software available 24 hours a day, seven days a week, except for:
 - 2.2.1 planned maintenance carried out during the maintenance window which will be notified to the Customer in advance; or
 - 2.2.2 emergency maintenance, the execution of which does not allow time for prior notice.
- 2.3 Reveal's obligations at paragraph 2.1 shall not apply to the extent of any non-conformance which is caused by use of the Software contrary to Reveal's instructions, or modification or alteration of the Software by any party other than Reveal or Reveal's duly authorized contractors or agents. If the Software does not conform with the terms of paragraph 2.1, Reveal will, at its expense, use reasonable commercial endeavors to correct any such non-conformance promptly. Such correction constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in paragraph 2.1.
- 2.4 Reveal warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Schedule 3.
- 2.5 Reveal:
 - 2.5.1 does not warrant that:
 - (a) the Customer's use of the Software will be uninterrupted or error-free; or
 - (b) Software and/or the information obtained by the Customer through the Software will meet the Customer's requirements,
 - 2.5.2 is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Software may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 2.6 Reveal shall not be responsible for any loss, destruction, alteration or disclosure of Customer Content caused by any third party (except those third parties sub-contracted by Reveal to perform services related to Customer Content maintenance and back-up for which it shall remain fully liable).
- 2.7 Customer is solely responsible for providing and maintaining the computers systems and network connectivity, as well as security codes necessary to access and use the Software.
- 2.8 In accordance with current data resilience and availability best practice Reveal's standard cloud infrastructure includes 14 day soft delete for data resilience and local redundant storage for data availability. This provides 14 days of data protection and 99.99999 storage availability within a single availability zone. Alternative options are available at additional cost.
- 2.9 Reveal may, at any time and without notice, suspend, temporarily discontinue or modify the DEMS 360 Service or any part of them where this is necessary in Reveal's sole discretion for the purpose of making modifications to the design, specifications, network connectivity or method of operation of the DEMS 360 Service in order to maintain their compliance with (a) applicable laws or regulations or (b) current security or other technical requirements or standards.

OPTION 2 – ENTERPRISE SOFTWARE LICENCE (ON-PREMISES)

1. Software License

- 1.1 In consideration for the payment of the applicable Charges, Reveal grants to the Customer a limited, non-exclusive, non-transferable, revocable right and license, without the right to sublicense, to permit the Customer, via rights of access granted to the Customer's Authorized Users, to install, access and use the Software solely for Customer's internal business operations and in conjunction with the operation of the Goods. The grant of this right and license is subject to the Customer's compliance with this Agreement.
- 1.2 The Customer shall, and shall ensure that its Authorized Users shall, at all times comply with the terms of this Agreement including those set out in Schedule 3 (Software Terms) and the AUP in its use of the Software.
- 1.3 The Customer warrants that it shall not use the Software other than as specified in this Agreement without Reveal's prior written consent, and the Customer acknowledges that additional fees may be payable on any change of use approved by Reveal.
- 1.4 The Customer may make backup copies of the Software as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software and take reasonable steps to prevent unauthorized copying.
- 1.5 Other than as expressly stated herein, the Customer has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Software in whole or in part except to the extent that any reduction of the Software to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Software with the operation of other software or systems used by the Customer, unless Reveal is prepared to carry out such action at a reasonable commercial fee or has provided the information necessary to achieve such integration within a reasonable period, and the Customer shall request Reveal to carry out such action or to provide such information (and shall meet Reveal's reasonable costs in providing that information) before undertaking any such reduction.
- 1.6 The Customer may not use any such information provided by Reveal or obtained by the Customer pursuant to this Agreement to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 1.7 The Customer shall not, without Reveal's prior written consent:
 - 1.7.1 sub-license, assign or novate the benefit or burden of this license in whole or in part;
 - 1.7.2 allow the Software to become the subject of any charge, lien or encumbrance;
 - 1.7.3 use the Software other than on the designated equipment and in conjunction with the designated Goods (including the volumes) specified in the Order Form. For the purposes of this Agreement, "use of the Software" means using the Software in object code form for the purpose of processing the Customer's data for the Customer's normal business purposes, and loading the Software in temporary memory or permanent storage on the designated equipment, provided that installation on a network server for distribution to the designated equipment is not "use" if the Software is licensed under this Agreement for use on each designated equipment to which the Software is distributed.
- 1.8 The Customer shall:
 - 1.8.1 keep a complete and accurate record of the Customer's copying and disclosure of the Software and its users, and produce such record to Reveal on request from time to time;

- 1.8.2 notify Reveal as soon as it becomes aware of any unauthorized use of the Software by any person;
 - 1.8.3 pay, for broadening the scope of the licenses granted under this license to cover the unauthorized use, an amount equal to the fees which Reveal would have levied (in accordance with its normal commercial terms then current) had it licensed any such unauthorized use on the date when such use commenced.
- 2. The Customer shall permit Reveal to inspect and have access to any premises (and to the computer equipment located there) at or on which the Software is being kept or used, and have access to any records kept in connection with this license, for the purposes of ensuring that the Customer is complying with the terms of this license, provided that Reveal provides reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times.
- 3. **Maintenance Releases**
- 3.1 Reveal will provide the Customer with all Maintenance Releases generally made available to its customers. Reveal warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Software. The Customer shall install all Maintenance Releases as soon as reasonably practicable after receipt.
- 4. **Export**
- 4.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations, including United States export laws and regulations, to any country for which the government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- 5. **Warranties**
- 5.1 Reveal warrants that the Software will conform in all material respects to the Specification. If Customer notifies Reveal in writing of any defect or fault in the Software, and such defect or fault does not result from the Customer, or anyone acting with the authority of the Customer, having amended the Software or used it outside the terms of this license for a purpose or in a context other than the purpose or context for which it was designed or in combination with any other software or hardware not provided by Reveal, or it has not been loaded onto Reveal-specified or suitably configured equipment, Reveal shall, at its sole option, do one of the following:
 - 5.1.1 repair the Software;
 - 5.1.2 replace the Software;
 - 5.1.3 terminate this Agreement or the relevant Order Form immediately on written notice to the Customer and refund any of the Charges paid in advance by the Customer on a pro rata basis, on return of the Software and all copies thereof,

provided the Customer provides all the information that may be necessary to assist Reveal in resolving the defect or fault, or sufficient information to enable Reveal to recreate the defect or fault.
- 5.2 The Customer accepts responsibility for the selection of the Software to achieve its intended results and acknowledges that the Software has not been developed to meet the individual requirements of the Customer. Reveal does not warrant that the Software and/or the information obtained by the Customer through the Software will meet the Customer's requirements.

- 4.3 The Customer acknowledges that beyond the first year of the Agreement, it will need to purchase annual support and maintenance services in order to receive on-going support.

Schedule 4 – Support Terms

1. Definitions and Interpretation

1.1 In this Schedule 4 the following words and phrases shall have the following meanings:

Fault: means:

- (a) in relation to Goods: any defect, damage or malfunction of the Goods or any failure of the Goods to operate in accordance with the Product Specification; or
- (b) in relation to Software: a reproducible fault in the Software which substantially hinders or prevents the Customer from using a material part of the functionality of the Software.

Customer Portal: means the online Fault reporting portal on Reveal's website, available on the following web page: support.revealmedia.com/portal.

Good Working Order: means the operation of the Goods in accordance with the relevant Product Specification.

On-Site Support Services: means those Support Services provided by Reveal onsite at the Customer's premises in accordance with paragraph 9 relating to: (a) the implementation of Software and/or Goods; and/or (b) the deletion, transfer or retention of Customer Content from or to the Goods).

Out-Of-Scope Services: means any of those activities set out in paragraph 11.

PAYG Support: means Reveal's pay-per-incident Goods Support Services which, when purchased, entitle the Customer to specified Goods Support Services in relation to the Goods on a one-time-basis as further described in paragraph 7.

Goods (or Product) Specification: means the applicable specification for the Goods, as outlined in the relevant product datasheet supplied to the Customer by Reveal at the time of purchase and available at <https://www.revealmedia.com/products>

Goods Support Plan: means any of Reveal's standard support packages for the Goods in force from time to time as set out in paragraph 5 of this Schedule 4.

Goods Support Services: means the support services purchased by the Customer and provided by Reveal in relation to the Goods, as further described in this Schedule 4.

Software Support Services: means the support services purchased by the Customer and provided by Reveal in relation to the Software, as further described in this Schedule 4.

Support Period: means the term for which a particular Support Plan is in place, as set out in the relevant Order Form.

Support Request: a request for Support Services issued by the Customer in accordance with paragraph 3.

Support Services: the support services provided by or on behalf of Reveal as more fully described in this Schedule 4.

2. Support Services

- 2.1 The Customer may choose to purchase Support Services from Reveal in one or more of the following ways:
 - 2.1.1 by purchasing a Goods Support Plan in respect of Goods;
 - 2.1.2 by purchasing Software Support Services in respect of the Software; and/or
 - 2.1.3 by paying for PAYG Support in respect of Goods only as and when needed.
- 2.2 Notwithstanding anything to the contrary in this Agreement, the Customer acknowledges that Reveal may amend or vary any part of this Schedule 4, including the details of what is included in the Support Plans, at any time by providing no less than thirty days' advance written notice to the Customer.
- 3. **Support Requests**
 - 3.1 The Customer may request Support Services at any time by way of a Support Request.
 - 3.2 The Customer may submit a Support Request to Reveal via any of the following means:
 - 3.2.1 by submitting an online report on the Customer Portal: support.revealmedia.com/portal;
 - 3.2.2 by telephoning Reveal's support team on the support enquiries telephone number detailed on Reveal's website (<https://www.revealmedia.com/>); or
 - 3.2.3 by emailing Reveal's support team at:
 - (a) for Goods Support Services: support@revealmedia.com; and
 - (b) for Software Support Services: helpdesk@revealmedia.com.
 - 3.3 Each Support Request shall include (where applicable):
 - 3.3.1 a description of the Fault and, where relevant, details of all timescales relating to occurrence of the Fault;
 - 3.3.2 details of any applicable Support Services the Customer has in place; and
 - 3.3.3 any other information reasonably requested by Reveal.
 - 3.4 Where Reveal determines acting reasonably that any required services are Out-Of-Scope Services and capable of economic repair, Reveal shall use reasonable endeavors to provide the Customer with a quotation for Reveal to provide those Out-Of-Scope Services. Notwithstanding the foregoing, the Customer acknowledges and agrees that Reveal is not obliged to provide Out-Of-Scope Services.
- 4. **Goods Support Services**
 - 4.1 For the first 12 months following the date of shipment of the relevant Goods, the Goods shall be subject to the Reveal Warranty. After expiry of the Reveal Warranty, the Customer may purchase and Reveal shall provide the Goods Support Services as agreed in an Order Form or otherwise in writing from time to time and as described in more detail in this Schedule 4.
 - 4.2 If the Customer requires Goods Support Services, the Customer shall submit a Support Request in accordance with paragraph 3.
 - 4.3 Following receipt of a Support Request, Reveal shall use reasonable endeavors to assist the Customer to correct the Fault by providing remote support by email or by telephone.
 - 4.4 If the Customer has an active Goods Support Plan, Reveal shall provide the Support Services associated with such Goods Support Plan. If the Customer is obtaining Goods Support Services via PAYG Support,

Reveal shall inform the Customer of the Charges payable in respect of such initial remote support, and the Customer shall pay such Charges..

4.5 Following receipt of any applicable Charges or confirmation of any applicable Goods Support Credit redemption, Reveal shall provide the Customer with a unique Return Merchandise Authorization ("RMA") number via email to the Customer's nominated support contact and arrange for collection of the applicable Goods from the address designated in writing by the Customer.

4.6 If such adjustment, repair and/or replacement is not possible, Reveal may at its option:

4.6.1 if the Customer has an active Support Plan, credit or refund the original purchase price of the relevant Goods to the Customer;

4.6.2 if the Customer is obtaining Goods Support Services via PAYG Support:

(a) return the Goods to the Customer and refund the Customer the sum of \$62 (being a proportion of the pre-paid PAYG Support charge); or

(b) subject to receipt of the Charges, send a refurbished device (of a model which is either functionally equivalent or superior to the Goods) to the Customer. For the avoidance of doubt, where Reveal replaces a device under this clause, Reveal may (at its option) retain the damaged device, or

4.6.3 if the Goods require Out-Of-Scope Services in order to be restored to Good Working Order, inform the Customer of the required Out-Of-Scope Services and associated Charges and, subject to the Customer's approval and payment of such Charges, perform such Out-Of-Scope Services to restore the Goods to Good Working Order. If the Customer declines such Out-Of-Scope Services, Reveal shall at the Customer's option destroy or return to the Customer the relevant Goods; or

4.6.4 notify that Customer that that it is unable to restore the Goods to Good Working Order and, at the Customer's option, either destroy the Goods or return the Goods to the Customer.

4.7 Reveal reserves the right to suspend all repair services in the event the Customer's fault rate is in excess of 5% above the global fault rate until it has had a reasonable opportunity to investigate the reason for the variance.

4.8 Reveal does not provide any hardware support to Goods beyond the sixth anniversary of the date the Goods were supplied. While Reveal's recommendation and guidance is that Goods are not used beyond the sixth year anniversary, the Customer can still purchase software support and maintenance. Reveal accepts no liability for hardware issues affecting any devices in use beyond the recommended six year period.

5. **Goods Support Plans**

5.11. If the Customer purchases one or more Support Plans from Reveal, such Support Plans shall be identified in the relevant Order Form and the details of such Support Plan(s) shall be as available at <https://www.revealmedia.com/support> from time to time. If the parties agree to any deviations from the standard Support Plan, such deviations shall be set out in the relevant Order Form.

5.2 Reveal shall provide the Support Services to the Customer for the term specified in the relevant Order Form. The different options for Goods Support Plans are the Reveal Warranty and Reveal Ultimate Care. The paragraphs below set out what is included in each.

5.4 If the Customer has not had a care plan from the date of purchase, wishes to buy a care plan at any point during the life of the cameras, then the only option will be Reveal Ultimate Care. In such circumstances the Customer must pay 100% of the cost of the plan for all the missing years and for all the cameras in the estate.

5.5 If the Customer has purchased Reveal Ultimate Care, during the Support Period Reveal shall:

- 5.5.1 provide those Goods Support Services as are provided by Reveal under the Reveal Warranty;
- 5.5.2 repair or replace Goods that are damaged as a result of normal operational use;
- 5.5.3 replace a battery in the event that the capacity of any battery contained within the camera falls below seventy percent (70%) of specified capacity for such battery (with reference to the battery capacity and / or life stated in the Specification), or if the battery leaks; and
- 5.5.4 have no obligation to replace a battery under Reveal Ultimate Care if: (i) the battery has been charged by a battery charger not specified or approved by Reveal for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the Reveal device for which it is specified.

6 Goods Service Levels:

6.1 Goods SLAs – Turn-around Times (TAT)

- 6.1.1 Body-worn cameras under the standard 12-month Reveal Warranty, a Reveal Product Care Plan purchased at the time of order are subject to a ten (10) working day turnaround time. Reveal will use reasonable endeavours to achieve a fifteen (15) day turnaround time for body-worn cameras that are utilising PAYG support.
- 6.1.2 Turnaround times are defined as the number of working days measured from the date of receipt of the customer's camera by Reveal's repair partner to the date of dispatch of the repaired or replaced unit, inclusive.

7. PAYG Support

- 7.1 PAYG Support Services are available for all camera models.
- 7.2 Purchase of PAYG Support Services shall entitle the Customer to receive the following Goods Support Services in respect of the relevant item of Goods:
 - 7.2.1 collection of Goods from the address designated by the Customer;
 - 7.2.2 physical assessment of the Fault by Reveal;
 - 7.2.3 provided that the Goods are not, in Reveal's sole opinion (acting reasonably), deemed beyond economic repair, provision of such adjustments, repairs and/or replacement of parts or components of the Goods as are required to restore the Goods to Good Working Order.
- 7.3 Purchase of PAYG Support Services shall not entitle the Customer to receive replacement battery provision and/or fitting without additional Charges.

8. Software Support Services

- 8.1 Reveal shall provide the Software Support Services during Business Hours as indicated on the relevant Order Form.

8.2 After the expiration of the Reveal Warranty, Software Support Services shall be payable on a per camera per year basis and must be purchased in respect of the Customer's entire estate of Goods.

8.3 As part of the Software Support Services, Reveal shall:

8.3.1 provide support via help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Software by means of telephone and email (as set out in paragraph 3);

8.3.2 from time to time make Maintenance Releases available to the Customer without charge (for the avoidance of doubt, Reveal shall contact the Customer, via email at the email address outlined in the relevant Order Form or as otherwise updated by the Customer in writing, including instructions on how to implement the relevant Maintenance Release); and

8.3.3 use all reasonable endeavors to correct all Faults reported in relation to the Software in accordance with paragraph 3.

8.4 Reveal shall:

8.4.1 prioritize all Software Support Requests based on its reasonable assessment of the severity level of the Fault reported; and

8.4.2 respond to each Software Support Request in accordance with the response times specified in the table set out below (the "Response Times"):

Fault Severity Level	Description	Response Time	Fix / Resolution Plan agreed
1	<p>The Software is not operational and such failure materially impacts the operations of the Customer's business or marketability of its service or product.</p> <p>Critical Impact - Complete loss of service, severe impact on business operations.</p>	Two (2) Business Hours	Four (4) Business Hours
2	<p>The Software is operational but its functionality is materially affected.</p> <p>There may be a temporary solution but implementing the temporary solution will be time consuming and/or will adversely affect that part of the Customer's business which is dependent on the Software.</p> <p>High Impact - Significant degradation of service, major impact on business operations.</p>	Four (4) Business Hours	Twenty-four (24) Business Hours

3	<p>The Software is operational but the Customer's business is adversely affected.</p> <p>The Customer's business that is dependent on the Software can continue for a reasonable amount of time before the problem becomes critical.</p> <p>A temporary solution is available and is acceptable to the Customer.</p> <p>Medium Impact - Moderate degradation of service, moderate impact on business operations.</p>	Eight (8) Business Hours	Two (2) calendar weeks
4	<p>The Software is operational and the Customer wants to submit an enhancement request or has queries or requires further information regarding the Software.</p> <p>Low Impact - Minor degradation of service, minimal impact on business operations.</p>	Thirty-two (32) Business Hours	Update within ten (10) Business Days if no resolution agreed prior.

- 8.5 The parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Response Time.
- 8.6 Reveal shall give the Customer regular updates of the nature and status of its efforts to correct any Fault, which may involve the providing of a fix, developing a workaround or a recommendation to install a Maintenance Release which corrects the Fault.
- 8.7 Save for where Reveal reasonably determines that it requires physical access to the Customer's computer systems at the Customer's site to provide the relevant Software Support Service, all Software Support Services shall be provided remotely.
- 8.8 The Customer acknowledges that, to properly assess and resolve Software Support Requests, it may be necessary to permit Reveal remote access at the Customer's site, to the Customer's system and/or the Customer's files, equipment and personnel. The Customer shall provide such access promptly, provided that Reveal complies with all the Customer's reasonable security requirements and other policies and procedures relating to contractors entering and working on the Customer's infrastructure notified to Reveal in writing reasonably in advance. Reveal shall not be liable for any failure to provide Software Support Services to the extent that such access is not provided.
- 8.9 Reveal may from time to time notify the Customer via email of details of a New Version of the Supported Software which may correct faults, add functionality or otherwise amend or upgrade the relevant software. Unless Reveal agrees otherwise in writing with the Customer, New Versions of the Supported Software shall not be provided to the Customer as part of the Software Support Services and should the Customer decide to acquire any New Version, such acquisition shall be charged at Reveal's then published rates. Where Reveal releases a New Version of the Software, Reveal reserves the right to withdraw the Software Support Service for any previous version of the Software at any time after six (6) months of the Release Date of a later version.
- 8.10 Should Reveal reasonably determine that any Support Request requires Out-Of-Scope Services, then Reveal shall inform the Customer of the applicable Charges (based on its then-current Price List) for Reveal to perform the Out-Of-Scope Services for approval and payment by the Customer before performing any Out-of-Scope Services.

On-Site Support Services

- 9.
- 9.1 The Customer acknowledges that no Support Plans include the provision of any On-Site Support Services. The Customer may request On-Site Support Services at any time by submitting a Support Request.
- 9.2 On receipt of the Customer's Support Request for On-Site Support Services, Reveal shall agree with the Customer the nature, scope and delivery timescale of and the Charges for the On-Site Support Services. The Customer shall approve such scope and Charges in writing, which may be by email.
- 9.3 On receipt of the Customer's approval, Reveal shall:
 - 9.3.1 supply the On-Site Support Services to the Customer in accordance with the Order Form in all material respects;
 - 9.3.2 use all reasonable endeavors to meet any performance dates specified in the Order Form, but any such dates shall be estimates only and time shall not be of the essence for performance of the On-Site Support Services; and
 - 9.3.3 use reasonable care and skill in performing the On-Site Support Services.
- 9.4 The Customer shall promptly provide Reveal with such access to the Customer's premises as Reveal may reasonably require to perform the On-Site Support Services, provided that Reveal complies with all the Customer's reasonable security requirements and other policies and procedures relating to contractors entering and working on the Customer's site notified to Reveal in writing reasonably in advance. Reveal shall not be liable for any failure to provide On-Site Support Services to the extent that such access is not provided.

10. Customer Obligations

- 10.1 The Customer shall:
 - 10.1.1 co-operate with Reveal in performing the Support Services and provide any assistance, access or information as may reasonably be required by Reveal, including in relation to the diagnosis of any Faults;
 - 10.1.2 report all Faults promptly to Reveal;
 - 10.1.3 where Reveal arranges for Goods to be collected from the Customer under paragraph 4.4, make the Goods available to Reveal;
 - 10.1.4 comply with all relevant operating manuals supplied by Reveal in relation to the Goods and Software and permit only trained and competent personnel to use the Goods and Software and ensure that they follow any operating instructions issued by Reveal from time to time; and
 - 10.1.5 promptly (and in any event within 30 days of notification by Reveal) install any Maintenance Release released and notified to the Customer by Reveal.

11. Out-Of-Scope Services

- 11.1 The following services are Out-Of-Scope Services:
 - 11.1.1 where applicable, any Goods Support Services not included within the scope of the relevant Goods Support Plan purchased by the Customer;
 - 11.1.2 Support Services relating to:
 - (a) Goods where the model or serial number has been removed, altered or made

illegible;

- (b) Goods or Software (as applicable) which has been the subject of improper or unauthorized testing, operation, maintenance, service, repair, installation, alteration, modification, or adjustment (for the avoidance of doubt, such acts shall be deemed unauthorized if carried out by any person other than Reveal, save where carried out by the Customer in accordance with the relevant operating manual(s) issued by Reveal);
- (c) any Fault which arises as a result of the Goods or Software (as applicable) not being operated in accordance with the procedures described in the operating instructions or as otherwise reasonably instructed by Reveal;
- (d) scratches or other cosmetic damage to the surfaces of Goods provided such damage does not affect the operation of Goods;
- (e) software other than the Software;
- (f) Support Requests not made within the applicable Support Period.

11.1.3 Support Services requested in circumstances where Reveal determines (acting reasonably) that the Customer has not complied with its obligations in paragraph 10 of this Schedule 4; and

11.1.4 Software Support Services in respect of a Fault that has arisen due to the Customer's breach of this Agreement.

11.2 For the avoidance of doubt, for the purposes of any Goods Support Plan the following events shall not be deemed to occur within "normal operational use" of the Goods and any Support Services that are required as a consequence shall be Out-Of-Scope Services:

11.2.1 contamination of Goods with body fluids, body waste or other biological or toxic matter;

11.2.2 immersion of Goods in water or other fluids beyond the IP rating stated in the relevant Specification; and

11.2.3 exposure of Goods to environmental conditions outside of those specified in the operation or storage instructions relevant to the Goods.

12. **Support Service Charges**

12.1 The Charges payable for any Support Plan shall be as set out in the relevant Order Form, or as otherwise stated in Reveal's then-current Price List.

12.2 The Charges payable for any Support Services other than those services provided in relation to a Support Plan, shall be as communicated to the Customer at the time of the request or as otherwise stated in Reveal's then-current Price List. The Customer shall provide confirmation of its agreement to pay such Charges, along with a purchase order if required, prior to the associated Support Services being provided by Reveal. Reveal shall be entitled to invoice the Customer for such Charges at any time after confirmation has been provided and the Customer shall pay such invoice in accordance with clause 9 of the Agreement. The Master Services Agreement Terms shall apply to the provision and receipt of all such Support Services.

12.3 Reveal may:

12.3.1 Increase the Charges for the Support Plans and the Software Support Services on an annual basis at no more than CPI + 2% with effect from each anniversary of the Effective Date by giving no less than 30 days' advance notice to the Customer;

12.3.2 amend the Price List at any time, and the Customer shall be responsible for checking the latest Price List.