

DAS Terms

These DAS Terms were published on 3 February 2023.

1. Definitions and interpretation

- 1.1 The definitions and rules of interpretation set out in the Schedule shall apply to our Agreement.
- 1.2 In our Agreement:
 - 1.2.1 each Order Form entered into by the Customer shall form a separate agreement, incorporating these DAS Terms together with the Data Protection Addendum, and the Policies (**our Agreement**);
 - 1.2.2 in the event of any conflict in respect of the provisions of our Agreement and/or the documents referred to in it the following order of priority shall prevail (in descending order of priority):
 - (a) the Order Form;
 - (b) the Data Protection Addendum;
 - (c) the Policies;
 - (d) the DAS Terms; and
 - (e) the Documentation; and
 - 1.2.3 subject to the order of priority between documents in clause 1.2.2, later versions of documents shall prevail over earlier ones if there is any conflict or inconsistency between them.
- 1.3 Any obligation of OSL under our Agreement to comply or ensure compliance by any person or the Services with any law shall be limited to compliance only with laws within the Subscribed Territory as generally applicable to businesses and to providers of software as a service solutions. Such obligations shall not be construed to create any obligation on OSL (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or noncommercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors).

2. Rights of use

- 2.1 Upon Order Acceptance and subject to the terms of our Agreement, OSL grants the Customer a non-exclusive, non-transferable, personal right to:
 - 2.1.1 use each Subscribed Service during Service Hours; and
 - 2.1.2 copy and use the Documentation as strictly necessary for its use by Authorised Users of the Subscribed Services,within the relevant Subscribed Territory during the Subscribed Service Period for the Permitted Purpose.
- 2.2 The Customer acknowledges that access to the Subscribed Services may take up to two Business Days from Order Acceptance to initially set up and that use of the Subscribed Services is at all times subject to the Customer's compliance with our Agreement and the requirements identified in our Agreement (including all minimum system requirements).
- 2.3 The Customer acknowledges that the Services do not include:

- 2.3.1 any services, systems or equipment required to access the internet (and that the Customer is solely responsible for procuring access to the internet and for all costs and expenses in connection with internet access, communications, data transmission and wireless or mobile charges incurred by it in connection with use of the Services);
- 2.3.2 dedicated data back up or disaster recovery facilities; or
- 2.3.3 legal, accounting or other professional or regulated services and that, except as expressly stated in our Agreement, no assurance is given that the Services will comply with or satisfy any legal or regulatory obligation of any person.

3. Authorised Users

- 3.1 The Customer shall ensure that only Authorised Users use the Subscribed Services and that such use is at all times in accordance with our Agreement. The Customer shall ensure that Authorised Users are, at all times while they have access to the Subscribed Services, the employees or contractors of the Customer or the Authorised Affiliates.
- 3.2 The Customer shall keep a list of all Authorised Users and shall notify OSL within two Business Days if any updates to any list of Authorised Users are made or required, including when Authorised Users cease to be employed or engaged by a relevant entity such that they are no longer entitled to be Authorised Users. Where termination of such relationship is known in advance, OSL shall provide such information as soon as reasonably possible prior to such termination of that relationship, together with the date such person shall cease to be an Authorised User.
- 3.3 The Customer shall ensure that the number of Authorised Users for each Subscribed Service do not exceed the number of Purchased Authorised Users Accounts for the relevant Subscribed Service at any time. The Customer is entitled to remove one individual as an Authorised User and replace them with another individual in accordance with the terms of our Agreement, but each Authorised User account cannot be shared or used by more than one individual.
- 3.4 Without prejudice to any other right or remedy of OSL, in the event the Customer is in breach of clause 3.3 then:
 - 3.4.1 the warranties in clause 8.1 shall cease to apply for the duration of the period during which the Customer is in breach of clause 3.3; and
 - 3.4.2 the Customer shall be liable to pay for the number of Authorised Users above the number of Purchased Authorised Users Accounts for that Subscribed Service for the relevant period during which infringement occurred in accordance with OSL's then-current Standard Pricing Terms.
- 3.5 The Customer shall:
 - 3.5.1 be liable for the acts and omissions of the Authorised Users and the Authorised Affiliates as if they were its own;
 - 3.5.2 only provide Authorised Users with access to the Services via the access method provided by OSL and shall not provide access to (or permit access by) anyone other than an Authorised User; and
 - 3.5.3 procure that each Authorised User (and each Authorised Affiliate) is aware of, and complies with, the obligations and restrictions imposed on the Customer under our Agreement, including all obligations and restrictions relating to OSL's Confidential Information.
- 3.6 The Customer warrants and represents that it, and all Authorised Users and all others acting on its or their behalf (including any systems administrators) shall, keep confidential and not share with any third party (or with other individuals) their password or access details for any Subscribed Service.

- 3.7 The Customer shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with the Acceptable Use Policy and all other provisions of our Agreement.
- 3.8 If any password has been provided to an individual that is not an Authorised User, the Customer shall, without delay, disable any such passwords and notify OSL immediately.
- 3.9 The Customer shall comply (and shall ensure all Authorised Affiliates and Authorised Users comply) with all applicable laws, rules, and regulations governing export that apply to the Services, the Customer Data and the Documentation (or any part), and shall not export or re-export or transfer, directly or indirectly, separately or as a part of a system, the Services, the Customer Data or the Documentation (or any part) to, or access or use the Services, the Customer Data or the Documentation (or any part) in, any country or territory for which an export licence or other approval is required under the laws of the United Kingdom, the United States, the European Union or any of its member states, without first obtaining such licence or other approval. Without prejudice to OSL's obligations under the Data Protection Addendum, the Customer shall be solely responsible for ensuring its access, importation and use of the Services, the Customer Data and Documentation in or into any part of the Subscribed Territory or elsewhere complies with all export and other laws.
- 3.10 The Customer warrants on a continuing basis that none of the Customer, the Authorised Affiliates, the Authorised Users nor any person who in relation to the Customer is a connected person:
- 3.10.1 is subject to any sanctions administered by HM Treasury, the European Union, the United Nations or the Department for Business, Energy and Industrial Strategy;
- 3.10.2 trades either directly or indirectly with any company, partnership, person or other entity which appears on HM Treasury's consolidated list of financial sanctions targets in the United Kingdom or which is otherwise subject to any sanctions administered by the HM Treasury, the European Union or the United Nations. Details of the consolidated list of financial sanctions targets can be found on the following website: <https://ofsistorage.blob.core.windows.net/publishlive/ConList.html> by reason of any activity carried on by the Supplier, its Affiliates or any person related to the Supplier through any trading office, partnership, subsidiary, joint venture or other entity based in the United States of America or by reason of activity carried on by the Supplier, its Affiliates or any person connected with the Group pays or causes payment to be made or received in US dollars, or trades directly or indirectly in/with any country, company, partnership, person or other entity which appears on:
- (a) the special designated nationals list as maintained by the Office of Foreign Assets Control (OFAC), details of which are contained on the following website: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>; and
- (b) the list of financial institutions of primary money laundering concern as set out in Section 311 USA Patriot Act 2001, details of which are contained on the following website: <https://www.fincen.gov/resources/statutes-regulations/usa-patriot-act>; and
- (c) the list of sanctions programs and country information as maintained by OFAC, details of which are set out on the following website: <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>
- 3.11 Clauses 3.5 to 3.10 (inclusive) shall survive termination or expiry of our Agreement.

4. Indemnity

- 4.1 The Customer shall indemnify, keep indemnified and hold harmless OSL (on OSL's own behalf and on behalf of each of OSL's Affiliates) from and against any losses, claims, damages, liability, Data

Protection Losses, costs (including legal and other professional fees) and expenses incurred by it (or any of its Affiliates) as a result of the Customer's breach of our Agreement.

4.2 This clause 4 shall survive termination or expiry of our Agreement.

5. Support

5.1 Support Services shall be available for each Subscribed Service to the Customer for the duration of the respective Subscribed Service Period, to the extent and in the manner specified in the Order Form or Description.

5.2 OSL shall use reasonable endeavours to notify the Customer in advance of scheduled maintenance but the Customer acknowledges that it may receive no advance notification for downtime caused by Force Majeure or for other emergency maintenance.

6. Changes to services and terms

6.1 OSL may at its absolute discretion make, and notify the Customer of, updated versions of the documents referred to in clause 1.2.2 or other documents referred to in any part of our Agreement (excluding in each case the Order Form) from time to time by notifying the Customer of such update by e-mail (together with a copy of the update or a link to a copy of the update) or by any other means which OSL elects (**Update Notification**). OSL shall comply with its related obligations in the Data Protection Addendum.

6.2 The document(s) subject to such Update Notification shall replace the preceding version of the same document(s) for the purposes of our Agreement from the date 10 Business Days after the relevant Update Notification (or at such later date as OSL may specify) (**the Update**).

6.3 The Customer acknowledges that OSL shall be entitled to modify the features and functionality of the Services at any time.

6.4 OSL may, without limitation to the generality of clause 6.3, establish new limits on the Services (or any part), including without limitation limiting the volume of data which may be used, stored or transmitted in connection with the Service, removing or restricting application programming interfaces or making alterations to data retention periods, provided such changes are introduced by Update to the relevant impacted contractual documents. OSL shall comply with its related obligations in the Data Protection Addendum.

7. Fees

7.1 The Subscription Fee and any other charges (including expenses) expressly agreed between the parties in writing shall be paid by the Customer at the rates and in the manner described in the Pricing Terms.

7.2 OSL shall invoice the Customer:

7.2.1 monthly in advance for all Subscription Fees; and

7.2.2 monthly in arrears for all other Fees,

due under our Agreement, and the invoices shall be paid within 14 calendar days of the date on the invoice.

7.3 The Fees are exclusive of VAT which shall be payable by the Customer at the rate and in the manner prescribed by law.

7.4 Fees payable to OSL under our Agreement shall be paid into OSL's bank account by electronic funds transfer unless otherwise notified by OSL to the Customer in writing in accordance with our Agreement.

- 7.5 OSL shall have the right to charge interest on overdue invoices at the rate of 4% per year above the base rate of Barclays Bank, calculated from the date when payment of the invoice becomes due for payment up to and including the date of actual payment whether before or after judgment.
- 7.6 OSL shall be entitled to increase the Fees for any and all Services at any time by notice to the Customer provided that OSL shall not be entitled to increase the Fees on less than 15 days' prior notice or more than twice every 12 months.
- 7.7 Notwithstanding clause 7.6, OSL shall be entitled to increase the Fees at any time to reflect any increase from time to time in third party licence fees or costs on which the Fees are based.
- 7.8 To the extent our Agreement terminates or expires (other than due to termination by the Customer under clause 18.3) the Customer shall not be entitled to any refund or discount of Fees paid for any parts of any month during which the Services cease to be provided.

8. Warranties

- 8.1 Subject to the remainder of this clause 8, OSL warrants that:
 - 8.1.1 each Subscribed Service shall operate materially in accordance with its Description when used in accordance with our Agreement under normal use and normal circumstances during the relevant Subscribed Service Period; and
 - 8.1.2 it shall provide each of the Services with reasonable care and skill.
- 8.2 Without limiting the foregoing, the Customer acknowledges that the Services are not intended to detect and/or identify all drones, but only such commercial drones that operate based on communication protocols specified in DJI Aeroscope libraries from time to time.
- 8.3 The Services may be subject to delays, interruptions, errors or other problems resulting from use of the internet or public electronic communications networks used by the parties or third parties. The Customer acknowledges that such risks are inherent in cloud services and that OSL shall have no liability for any such delays, interruptions, errors or other problems.
- 8.4 If there is a breach of any warranty in clause 8.1 OSL shall at its option: use reasonable endeavours to repair or replace the impacted Services within a reasonable time or (whether or not it has first attempted to repair or replace the impacted Service) refund the Fees for the impacted Services which were otherwise payable for the period during which OSL was in breach of any such warranty (provided such period is at least 30 consecutive days). To the maximum extent permitted by law, this clause 8.4 sets out the Customer's sole and exclusive remedy (however arising, whether in contract, negligence or otherwise) for any breach of any of the warranties in clause 8.1.
- 8.5 The warranties in clause 8.1 are subject to the limitations set out in clause 15 and shall not apply to the extent that any error in the Services arises as a result of:
 - 8.7.1 incorrect operation or use of the Services by the Customer, any Authorised Affiliate or any Authorised User (including any failure to follow the Documentation or failure to meet minimum specifications);
 - 8.7.2 use of any of the Services other than for the purposes for which it is intended;
 - 8.7.3 use of any Services with other software or services or on equipment with which it is incompatible (unless OSL recommended or required the use of that other software or service or equipment in the User Manual or Description);
 - 8.7.4 any act by any third party (including hacking or the introduction of any virus or malicious code);
 - 8.7.5 any modification of Services (other than that undertaken by OSL or at its direction); or

- 8.7.6 any breach of our Agreement by the Customer (or by any Authorised Affiliate or Authorised User).
- 8.8 OSL may make Non-OSL Materials available for the Customer's use in connection with the Services. The Customer agrees that:
 - 8.8.1 OSL has no responsibility for the use or consequences of use of any Non-OSL Materials;
 - 8.8.2 the Customer's use of any Non-OSL Materials shall be governed by any applicable terms between the Customer and the owner or licensor of the relevant Non-OSL Materials;
 - 8.8.3 the Customer is solely responsible for any Non-OSL Materials used in connection with the Services and for compliance with all applicable third party terms which may govern the use of such Non-OSL Materials; and
 - 8.8.4 the continued availability, compatibility with the Services and performance of the Non-OSL Materials is outside the control of OSL and OSL has no responsibility for any unavailability of or degradation in the Services to the extent resulting from the availability, incompatibility or performance of any of the Non-OSL Materials;
- 8.9 The Customer acknowledges that no liability or obligation is accepted by OSL (howsoever arising whether under contract, tort, in negligence or otherwise):
 - 8.9.1 that the Subscribed Services shall meet the Customer's individual needs, whether or not such needs have been communicated to OSL;
 - 8.9.2 that the operation of the Subscribed Services shall not be subject to minor errors or defects; or
 - 8.9.3 that the Subscribed Services shall be compatible with any other software or service or with any hardware or equipment except to the extent expressly referred to as compatible in the User Manual or Description.
- 8.10 Other than as set out in this clause 8, and subject to clause 15.6, all warranties, conditions, terms, undertakings or obligations whether express or implied by statute, common law or otherwise and including any implied terms relating to quality, fitness for any particular purpose or ability to achieve a particular result are excluded to the extent permitted by law.

9. Customer's responsibilities

- 9.1 The Customer shall (and shall ensure all Authorised Affiliates and Authorised Users shall) at all times comply with all applicable laws relating to the use or receipt of the Services, including without limitation laws relating to privacy, data protection and use of systems and communications.

10. Intellectual property

- 10.1 All Intellectual Property Rights in and to the Services (including in all Applications, Documentation, DAS System Data and all OSL Provided Materials) belong to and shall remain vested in OSL or the relevant third party owner. To the extent that the Customer, any of its Affiliates or any person acting on its or their behalf acquires any Intellectual Property Rights in the Applications, Documentation, DAS System Data, OSL Provided Materials or any other part of the Services, the Customer shall assign or procure the assignment of such Intellectual Property Rights with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to OSL or such third party as the OSL may elect. The Customer shall execute all such documents and do such things as OSL may consider necessary to give effect to this clause 10.1.
- 10.2 OSL has no obligation to deliver any copies of any software to the Customer in connection with our Agreement or the Services.

- 10.3 OSL hereby grants a royalty-free, non-transferable, non-exclusive licence for the Service Period for the Customer (and each Authorised User) to use the DAS System Data to the extent strictly necessary for the receipt and enjoyment of the Services.
- 10.4 The Subscribed Services may interact with Customer Systems. The Customer hereby grants a royalty-free, non-transferable, non-exclusive licence for OSL (and each of its direct and indirect sub-contractors) to use, copy and otherwise utilise the Customer Systems to the extent necessary to perform or provide the Services or to exercise or perform OSL's rights, remedies and obligations under our Agreement.
- 10.5 To the extent Non-OSL Materials are made available to, or used by or on behalf of the Customer, any Authorised Affiliate or any Authorised User in connection with the use or provision of any Subscribed Service, such use of Non-OSL Materials (including all licence terms) shall be exclusively governed by applicable third party terms notified or made available by OSL or the third party and not by our Agreement. OSL grants no Intellectual Property Rights or other rights in connection with any Non-OSL Materials.
- 10.6 OSL may use any feedback and suggestions for improvement relating to the Services provided by the Customer, the Authorised Affiliates or any Authorised User without charge or limitation (**Feedback**). The Customer hereby assigns (or shall procure the assignment of) all Intellectual Property Rights in the Feedback with full title guarantee (including by way of present assignment of future Intellectual Property Rights) to OSL at the time such Feedback is first provided to OSL.
- 10.7 The Customer hereby waives (and shall ensure all relevant third parties have waived) all rights to be identified as the author of any work, to object to derogatory treatment of that work and all other moral rights in the Intellectual Property Rights assigned to OSL under our Agreement.
- 10.8 Except for the rights expressly granted in our Agreement, the Customer, any Authorised User, any Customer Affiliate and their direct and indirect sub-contractors, shall not acquire in any way any title, rights of ownership, or Intellectual Property Rights of whatever nature in the Services (or any part including the Applications, DAS System Data, or Documentation).
- 10.9 This clause 10 shall survive the termination or expiry of our Agreement.

11. Defence against infringement claims

- 11.1 Subject to clauses 11.2 and 11.5, OSL shall:
- 11.1.1 defend at its own expense any claim brought against the Customer by any third party alleging that the Customer's use of the Services infringes any copyright, database right or registered trade mark, registered design right or registered patent in the United Kingdom (an **IP Claim**); and
 - 11.1.2 pay, subject to clause 11.3, all costs and damages awarded or agreed in settlement or final judgment of an IP Claim.
- 11.2 The provisions of clause 11.1 shall not apply unless the Customer:
- 11.2.1 promptly (and in any event within two Business Days) notifies OSL upon becoming aware of any actual or threatened IP Claim and provides full written particulars;
 - 11.2.2 makes no comment or admission and takes no action that may adversely affect OSL's ability to defend or settle the IP Claim;
 - 11.2.3 provides all assistance reasonably required by OSL subject to OSL paying the Customer's reasonable costs; and
 - 11.2.4 gives OSL sole authority to defend or settle the IP Claim as OSL considers appropriate.

- 11.3 The provisions of clause 16 shall apply to any payment of costs and damages awarded or agreed in settlement or final judgment of an IP Claim under clause 11.1.
- 11.4 In the event of any IP Claim OSL may elect to terminate our Agreement immediately by written notice. This clause 11.4 is without prejudice to the Customer's rights and remedies under clause 11.1.
- 11.5 OSL shall have no liability or obligation under this clause 11 in respect of (and shall not be obliged to defend) any IP Claim which arises in whole or in part from:
 - 11.5.1 any modification of the Services (or any part) without OSL's express written approval;
 - 11.5.2 any Non-OSL Materials;
 - 11.5.3 any Open Source Software;
 - 11.5.4 any breach of our Agreement by the Customer;
 - 11.5.5 installation or use of the Services (or any part) otherwise than in accordance with our Agreement and the User Manual; or
 - 11.5.6 installation or use of the Services (or any part) in combination with any software, hardware or data that has not been supplied or expressly authorised in writing by OSL.
- 11.6 Subject to clause 15.6, the provisions of this clause 11 set out the Customer's sole and exclusive remedy (howsoever arising, including in contract, tort, negligence or otherwise) for any IP Claim.

12. OSL's Confidential Information

- 12.1 The Customer shall maintain the confidentiality of OSL's Confidential Information and shall not without the prior written consent of OSL, disclose, copy or modify OSL's Confidential Information (or permit others to do so) other than as necessary for the performance of its express rights and obligations under our Agreement.
- 12.2 The Customer undertakes to:
 - 12.2.1 disclose OSL's Confidential Information only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under our Agreement;
 - 12.2.2 procure that such persons are made aware of and agree in writing to observe the obligations in this clause 12; and
 - 12.2.3 be responsible for the acts and omissions of those third parties referred to in this clause 13.2 as if they were the Customer's own acts or omissions.
- 12.3 The Customer acknowledges that the DAS System Data comprises Confidential Information of OSL.
- 12.4 The Customer shall give notice to OSL of any unauthorised use, disclosure, theft or loss of OSL's Confidential Information immediately upon becoming aware of the same.
- 12.5 The provisions of this clause 12 shall not apply to information which:
 - 12.5.1 is or comes into the public domain through no fault of the Customer, its officers, employees, agents or contractors;
 - 12.5.2 is lawfully received by the Customer from a third party free of any obligation of confidence at the time of its disclosure;
 - 12.5.3 is independently developed by the Customer, without access to or use of OSL's Confidential Information; or

12.5.4 is required by law, by court or governmental or regulatory order to be disclosed provided that the Customer, where possible, notifies OSL at the earliest opportunity before making any disclosure.

12.6 This clause 12 shall survive the termination or expiry of our Agreement for a period of ten years.

13. Monitoring compliance

13.1 During the Service Period and for seven years thereafter the Customer shall maintain full and accurate records relating to Authorised Users', the Customer's and Authorised Affiliates' use of the Services under our Agreement.

13.2 The Customer shall allow and procure for OSL (and any representatives of OSL) access to its premises and the premises of Authorised Affiliates to:

13.2.1 inspect use of the Services; and

13.2.2 audit (and take copies of) the relevant records of the Customer and the Authorised Affiliates,

in each case to the extent necessary to verify that the Customer is in compliance with its obligations under our Agreement.

13.3 Unless otherwise agreed in writing, the inspection and audit referred to in clause 13.2 shall be undertaken:

13.3.1 during the Customer's normal business hours on Business Days; and

13.3.2 subject to the provision by OSL of a minimum of five Business Days' notice;

13.4 At OSL's request from time to time the Customer shall promptly (and in any event within two Business Days of such request) provide OSL with copies of the records referred to in clause 13.1.

13.5 OSL may monitor, collect, store and use information on the use and performance of the Services to detect threats or errors to the Services and/or OSL's operations and for the purposes of the further development and improvement of OSL's services, provided that such activities at all times comply with the Privacy Policy and Data Protection Addendum.

13.6 This clause 14 shall survive termination or expiry of our Agreement for a period of 12 months.

14. Relief

To the maximum extent permitted by law, OSL shall not be liable (under any legal theory, including negligence) for any breach, delay or default in the performance of our Agreement to the extent the same (or the circumstances giving rise to the same) arises or was contributed to by any Relief Event.

15. Limitation of liability

15.1 The extent of OSL's liability under or in connection with our Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation or under any indemnity) shall be as set out in this clause 16.

15.2 Subject to clauses 15.3 and 15.6, OSL's aggregate liability in respect of each individual Subscribed Service (and all Support Services provided in connection with the same) (howsoever arising under or in connection with our Agreement) shall not exceed the greater of:

15.2.1 an amount equal to the Subscription Fees for the relevant Subscribed Service paid to OSL by the Customer in the 12-month period immediately preceding the first incident giving rise to any claim under our Agreement; or

- 15.2.2 an amount equal to 12 times the Subscription Fees for the relevant Subscribed Service due or paid to OSL for the first month of the relevant Subscribed Service Period.
- 15.3 Subject to clause 15.6, OSL's total aggregate liability howsoever arising under or in connection with our Agreement shall not exceed the greater of:
 - 15.3.1 an amount equal to the Fees for all Services paid to OSL in the 12-month period immediately preceding the first incident giving rise to any claim under our Agreement; or
 - 15.3.2 an amount equal to 12 times the Fees due or paid to OSL for the Services provided in the first month of the Service Period.
- 15.4 Subject to clause 15.6, OSL shall not be liable for consequential, indirect or special losses.
- 15.5 Subject to clause 15.6, OSL shall not be liable for any of the following (whether direct or indirect):
 - 15.5.1 loss of profit;
 - 15.5.2 destruction, loss of use or corruption of data;
 - 15.5.3 loss or corruption of software or systems;
 - 15.5.4 loss or damage to equipment
 - 15.5.5 loss or damage to property;
 - 15.5.6 loss of use;
 - 15.5.7 loss of production;
 - 15.5.8 loss of contract;
 - 15.5.9 loss of commercial opportunity;
 - 15.5.10 loss of savings, discount or rebate (whether actual or anticipated);
 - 15.5.11 harm to reputation or loss of goodwill; and/or
 - 15.5.12 wasted expenditure.
- 15.6 Notwithstanding any other provision of this Agreement, OSL's liability shall not be limited in any way in respect of the following:
 - 15.6.1 death or personal injury caused by its negligence;
 - 15.6.2 fraud or fraudulent misrepresentation; or
 - 15.6.3 any other losses which cannot be excluded or limited by applicable law,except that the Customer agrees that the Services are not designed or intended for and no warranty is made in respect of any use in connection with applications where death or personal injury can reasonably be expected to result and to the maximum extent permitted by applicable law OSL shall not be liable for any liability for death or personal injury arising from such use.
- 15.7 This clause 15 shall survive the termination or expiry of our Agreement.

16. Suspension

- 16.1 OSL may suspend access to the Services (or any part) to all or some of the Authorised Users if:
 - 16.1.1 OSL suspects that there has been any misuse of the Services or breach of our Agreement;
 - 16.1.2 the Customer fails to pay any sums due to OSL by the due date for payment; or
 - 16.1.3 required by law, by court or governmental or regulatory order.

- 16.2 Where the reason for the suspension is suspected misuse of the Services or breach of our Agreement, without prejudice to its rights under clause 18, OSL will take steps to investigate the issue and may restore or continue to suspend access at its discretion.
- 16.3 In relation to suspensions under clause 16.1.2, access to the Services will be restored promptly after OSL receives payment in full and cleared funds.
- 16.4 Fees shall remain payable during any period of suspension notwithstanding that the Customer, Authorised Affiliates or some or all of the Authorised Users may not have access to the Services.

17. Renewals

- 17.1 Subject to clause 17.2, on expiry of the Subscribed Service Period indicated in the Order Form for each Subscribed Service the Subscribed Service Period shall continue and automatically renew for a further period of twelve months (**first Renewal Date**) and thereafter renew for a further period of twelve months on each anniversary of the first Renewal Date (each of the first Renewal Date and each such anniversary being a **Renewal Date**).
- 17.2 If either party wishes for the Subscribed Service Period to expire on the next Renewal Date, it may cause the Subscribed Service to expire on that Renewal Date by notice provided such notice is served at least 60 days prior to that Renewal Date. If notice is not served within the timeframes set out in this clause 17.2, the Subscribed Service shall renew at the next Renewal Date in accordance with clause 17.1.

18. Term and termination

- 18.1 Our Agreement shall come into force on Order Acceptance and, unless terminated earlier in accordance with its terms, shall continue for the duration of the Service Period after which it shall automatically expire.
- 18.2 OSL may terminate our Agreement or the provision of any of the Subscribed Services for convenience on not less than 30 days' prior written notice to the Customer.
- 18.3 Either party may terminate our Agreement immediately at any time by giving notice in writing to the other party if:
 - 18.3.1 the other party commits a material breach of our Agreement and such breach is not remediable;
 - 18.3.2 the other party commits a material breach of our Agreement which is not remedied within 30 Business Days of receiving written notice of such breach; or
 - 18.3.3 the other party has failed to pay any amount due under our Agreement on the due date and such amount remains unpaid within 20 Business Days after the other party has received notification that the payment is overdue.
- 18.4 Any breach by the Customer of the Acceptable Use Policy or of clauses 3, 10, or 12 shall be deemed a material breach of our Agreement which is not remediable.

19. Consequences of termination

- 19.1 Immediately on termination or expiry of our Agreement (for any reason), the rights granted by OSL under our Agreement shall terminate and the Customer shall (and shall procure that each Authorised User and Authorised Affiliate shall):
 - 19.1.1 stop using the Services; and
 - 19.1.2 destroy and delete or, if requested by OSL, return any copies of the Documentation in its possession or control (or in the possession or control of any person acting on behalf of any of them).

19.2 Termination or expiry of our Agreement shall not affect any accrued rights and liabilities of either party at any time up to the date of termination or expiry and shall not affect any provision of our Agreement that is expressly or by implication intended to continue beyond termination.

20. Entire agreement

20.1 Our Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, understandings and arrangements between them in respect of its subject matter, whether in writing or oral.

20.2 Each party acknowledges that it has not entered into our Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in our Agreement.

20.3 Nothing in our Agreement shall limit or exclude any liability for fraud.

21. Notices

21.1 Any notice given by a party under our Agreement shall be:

21.1.1 in writing and in English;

21.1.2 signed by, or on behalf of, the party giving it (except for notices sent by email); and

21.1.3 sent to the relevant party at the address set out in clause 21.3.

21.2 Notices may be given, and are deemed received:

21.2.1 by hand: on receipt of a signature at the time of delivery;

21.2.2 by Royal Mail Recorded Signed For post: at 9.00 am on the second Business Day after posting; and

21.2.3 by Royal Mail International Tracked & Signed post: at 9.00 am on the fourth Business Day after posting.

21.2.4

21.3 Notices shall be sent to:

21.3.1 in the case of those to OSL, for the attention of the Company Secretary at Sunnyside Farm, Reading Road, Padworth Common, Reading, RG7 4QN; and

21.3.2 in the case of those to the Customer, to any email or physical address or contact details notified on the Order Form (as updated from time to time pursuant to clause 21.4).

21.4 Any change to the contact details of a party as set out in clause 21.3 shall be notified to the other party in accordance with clause 21.1 and shall be effective:

21.4.1 on the date specified in the notice as being the date of such change; or

21.4.2 if no date is so specified, five Business Days after the notice is deemed to be received.

21.5 This clause does not apply to notices given in legal proceedings or arbitration.

22. Announcement and publicity

22.1 Save as required by law, relevant regulations or the rules of a recognised stock exchange, no announcement, publicity or advertising relating to this Agreement and/or any matter connected with this Agreement shall be released by the Customer without the prior written consent of OSL and the Customer shall procure that all Authorised Users, any Customer Affiliates, employees, officers, agents, subcontractors, consultants, and advisers, shall observe this clause 22.

23. Variation

23.1 No variation of our Agreement shall be valid or effective unless it is:

23.1.1 an Update made in accordance with our Agreement; or

23.1.2 made in writing, refers to our Agreement and is duly signed or executed by, or on behalf of, each party.

24. Assignment and subcontracting

24.1 Except as expressly provided in our Agreement, OSL may at any time assign, sub-contract, sub-licence (including by multi-tier), transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement.

24.2 Except as expressly permitted by our Agreement, the Customer shall not assign, transfer, sub-contract, sub-licence, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights or obligations under our Agreement (including the licence rights granted), in whole or in part, without OSL's prior written consent.

25. Set off

Each party shall pay all sums that it owes to the other party under our Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

26. No partnership or agency

The parties are independent and are not partners or principal and agent and our Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. Neither party shall have, nor shall represent that it has, any authority to make any commitments on the other party's behalf.

27. Severance

27.1 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of our Agreement shall not be affected.

27.2 If any provision of our Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

28. Waiver

28.1 No failure, delay or omission by either party in exercising any right, power or remedy provided by law or under our Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

28.2 No single or partial exercise of any right, power or remedy provided by law or under our Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

28.3 A waiver of any term, provision, condition or breach of our Agreement shall only be effective if given in writing and signed by the waiving party, and then only in the instance and for the purpose for which it is given.

29. Costs and expenses

Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of our Agreement (and any documents referred to in it).

30. Third party rights

A person who is not a party to our Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

31. Authority

Each party represents and warrants to the other that it has the right, power and authority to enter into our Agreement and grant to the other the rights (if any) contemplated in our Agreement and to perform its obligations under our Agreement.

32. Governing law

Our Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

33. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, our Agreement, its subject matter or formation (including non-contractual disputes or claims).

The Schedule

Definitions and interpretation

1. In our Agreement:

Affiliate	means, in respect of any entity, any entity that directly or indirectly controls, is controlled by or is under common control with that entity within the meaning set out in section 1124 of the Corporation Tax Act 2010;
Applications	means the software or applications used by or on behalf of OSL to provide the Subscribed Services;
Authorised Affiliates	means, in respect of the relevant Subscribed Service, the Affiliates of the Customer (if any) identified in the Order Form as Authorised Affiliates in respect of that Subscribed Service;
Authorised Users	means, in respect of the relevant Subscribed Service, the named users authorised by the Customer to use that Subscribed Service in accordance with the terms of our Agreement;
Business Day	means a day other than a Saturday, Sunday or bank or public holiday in England;
Customer	has the meaning given in the relevant Order Form;
Customer Systems	means all software and systems used by or on behalf of the Customer, the Customer's Affiliates, any of its or their direct or indirect sub-contractors, or any Authorised User in connection with the provision or receipt any of the Services or that the Services otherwise, link, inter-operate or interface with or utilise (in each case whether directly or indirectly);
DAS	means OSL's Drone Alert Service;
DAS System Data	means any Data inputted into (including through sensors and other Data sources), generated, processed and/or stored by or within, any part of any Subscribed Service, excluding any personal data;
Data Protection Addendum	means the addendum identifying certain respective rights and obligations of the parties' in respect of personal data and privacy under our Agreement (as Updated from time to time), which as at Order Acceptance is the latest version available at https://operationalolutionsltd.co.uk/terms ;
Data Protection Losses	has the meaning given to that term in the Data Protection Addendum;
Documentation	means: (a) the description of the relevant Subscribed Service (as Updated from time to

time), which as at Order acceptance is the latest version available <https://operationalsolutionsltd.co.uk/drone-alert-service> (the **Description**);

(b) in respect of each Subscribed Service, the relevant instructions as to how to use that part of the Services made available by OSL at <https://operationalsolutionsltd.co.uk/terms> (as Updated from time to time) (the **User Manual**);

Fees means the Subscription Fees together with any other amounts payable to OSL under our Agreement;

Force Majeure means an event or sequence of events beyond a party's reasonable control preventing or delaying it from performing its obligations under our Agreement (provided that an inability to pay is not Force Majeure), including any matters relating to transfer of data over public communications networks and any delays or problems associated with any such networks or with the internet;

Intellectual Property Rights means any and all copyright and related rights, rights to inventions, patents, know-how, trade secrets, trade marks and trade names, service marks, design rights, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in computer software, database rights, rights in data, semiconductor chip topography rights, processes, utility models, business names, domain names and all similar rights, moral rights, know-how and Confidential Information and, in each case:

- (a) whether registered or not;
- (b) including any applications to protect or register such rights;
- (c) including all renewals and extensions of such rights or applications;
- (d) whether vested, contingent or future; and
- (e) wherever existing;

DAS Terms means the terms set out in the clauses and other provisions of this document (including the Schedule), as Updated from time to time;

Materials means all services, data, information, content, Intellectual Property Rights, websites, software and other materials provided by or on behalf of OSL in connection with the Services;

Non-OSL Materials means Materials provided, controlled or owned by or on behalf of a third party the use of which may be subject to a separate agreement or licence between the Customer and the relevant third party (including such Non-OSL Materials which may be linked to, interact with or used by the Services) and all other Materials

expressly identified as Non-OSL Materials in our Agreement;

- Open Source Software** means any software subject to a version of the General Public Licence, together with any other 'open source' software falling within the Open Source Definition issued by the Open Source Initiative (www.opensource.org/docs/osd) at the date of our Agreement and any 'free software' as defined by the Free Software Foundation (www.gnu.org/philosophy/free-sw.html) at the date of our Agreement;
- Order Acceptance** means the date the Order Form is accepted by OSL following relevant credit checks, location checks, and any other checks required by OSL from time to time;
- Order Form** means the electric or physical form (including its schedules, annexes and appendices (if any)) ordering the Subscribed Services entered into by or on behalf of the Customer and OSL, incorporating these DAS Terms and our Agreement (and as varied by the parties by agreement in writing from time to time);
- OSL** means Operational Solutions Ltd, registered in England and Wales with company number 07196015 whose registered office is at Sunnyside Farm, Reading Road, Padworth Common, Reading, RG7 4QN;
- OSL Provided Materials** means all of the Materials provided or made available by or on behalf of OSL, but excluding all Non-OSL Materials;
- OSL Confidential Information** means all information (whether in oral, written or electronic form) relating to OSL's business which may reasonably be considered to be confidential in nature including information relating to OSL's technology, know-how, Intellectual Property Rights, assets, finances, strategy, products and customers. All information relating to the Pricing Terms, the User Manual, the Description and any other technical or operational specifications or data relating to each Subscribed Service shall be part of OSL's Confidential Information;
- OSL's Standard Pricing Terms** means OSL's standard pricing terms for each part of the Services, as amended by OSL from time to time;
- Permitted Downtime** means:
- (a) scheduled maintenance;
 - (b) emergency maintenance; or
 - (c) downtime caused in whole or part by Force Majeure.
- Permitted Purpose** means use solely for the Customer's internal business operations and, in respect of each Subscribed Services, also for the internal business of operations of the Authorised Affiliates identified in respect of that Subscribed Service on the Order Form, in each case in accordance with the applicable Documentation and our

Agreement. Permitted Purpose expressly excludes any of the following to the maximum extent permitted by law:

- (a) copying, reproducing, publishing, distributing, redistributing, broadcasting, transmitting, modifying, adapting, editing, abstracting, storing, archiving, displaying publicly or to third parties, selling, licensing, leasing, renting, assigning, transferring, disclosing (in each case whether or not for charge) or in any way commercially exploiting any part of any Subscribed Service or Documentation;
- (b) permitting any use of any Subscribed Service or Documentation in any manner by any third party (including permitting use in connection with any timesharing or service bureau, outsourced or similar service to third parties or making any Subscribed Service or Documentation (or any part) available to any third party or allowing or permitting a third party to do any of the foregoing (other than to the Authorised Affiliates for the Permitted Purpose));
- (c) combining, merging or otherwise permitting any Subscribed Service (or any part of it or any Application) to become incorporated in any other program or service, or arranging or creating derivative works based on it (in whole or in part); or
- (d) attempting to reverse engineer, observe, study or test the functioning of or decompile the Applications or the Services (or any part),

except as expressly permitted under our Agreement.

Policies

means each of the following:

- (a) OSL's policy on acceptable use of the Services (as Updated from time to time), which as at Order Acceptance is the latest version available at <https://operationalsolutionsltd.co.uk/terms> (the **Acceptable Use Policy**); and
- (b) OSL's privacy policy in relation to the Services (as Updated from time to time) (the **Privacy Policy**);

Pricing Terms

means the details of pricing and fees in respect of each part of the Services, as initially provided under the Order Form and updated from time to time in accordance with clause 7.6 or, in respect of any part of the Services for which prices are not expressly agreed, on OSL's Standard Pricing Terms;

Protected Data

has the meaning given in the Data Protection Addendum;

Purchased Authorised

means, in respect of each Subscribed Service, the number of Authorised Users who

User Accounts	may use that Subscribed Service as set out in the Order Form;
Relief Event	means: <ul style="list-style-type: none">(a) any breach of our Agreement by the Customer; or(b) any Force Majeure;
Renewal Date	has the meaning given in clause 17.1;
Service Hours	means 24 hours a day, seven days a week excluding Permitted Downtime;
Service Period	means the period beginning on Order Acceptance and ending with the last of the Subscribed Service Periods;
Services	means the Subscribed Services and the Support Services;
Subscribed Service Period	means (subject to clauses 17 and 18) in respect of each Subscribed Service, the duration during which such services are to be provided as initially set out in the Order Form and as varied in accordance with our Agreement;
Subscribed Services	means each cloud service to which the Customer has subscribed as set out in the Order Form (and Subscribed Service shall refer to each respective service separately);
Subscribed Territory	means, in respect of the relevant Subscribed Service, the location within the United Kingdom identified in the Order Form except to the extent it is illegal (including as a result of any embargo or sanction) under the laws of the United Kingdom (as binding on any person) for the Subscribed Service to be provided to or received within such location from time to time;
Subscription Fee	means, in respect of each Subscribed Service, the fees payable by the Customer in consideration of that Subscribed Service as set out in the Pricing Terms;
Update	has the meaning given in clause 6.2, and Updated shall be construed accordingly;
Update Notification	has the meaning given in clause 6.1; and
VAT	means United Kingdom value added tax, any other tax imposed in substitution for it.

2. In our Agreement, unless otherwise stated:
 - 2.1 the table of contents, background section and the clause, paragraph, schedule or other headings in our Agreement are included for convenience only and shall have no effect on interpretation;
 - 2.2 OSL and the Customer are together the **parties** and each a **party**, and a reference to a party includes that party's successors and permitted assigns;
 - 2.3 words in the singular include the plural and vice versa;

- 2.4 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 2.5 a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form (including email);
- 2.6 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and a reference to legislation includes all subordinate legislation made from time to time under that legislation; and
- 2.7 a reference to any English action, remedy, method of judicial proceeding, court, official, legal document, legal status, legal doctrine, legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English equivalent in that jurisdiction.