**END USER TERMS AND CONDITIONS**

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| **Acceptance Date** | has the meaning given in paragraph 8.3 |
| **Authorized Users** | means those employees, agents and independent contractors of the Reseller or any Reseller Customer who are authorized to use the Services and the Documentation on the terms of this Agreement. |
| **Back-Up Policy** | means the back-up policy available via the Partner Portal as updated from time to time. |
| **Condeco Sense** | the provision of the space utilisation monitoring services as detailed in a Statement of Works from time to time. |
| **Confidential Information** | in relation to each party means that party's information, concerning its business, affairs, clients or suppliers of any a party or its affiliates and including its Intellectual Property Rights and all information relating to either party's products and related services, including, without limitation all object code and source code, other design features of the software, all ideas, methods and concepts used by either party in developing and/or incorporated into such products and services, all plans for future modifications, revisions, updates, releases and enhancements of the same, and plans for derivative works based on the software (unless otherwise agreed between Customer and Supplier in writing). |
| **Customer** | means, (i) as between Condeco and Reseller, the Reseller; and (ii) as between Reseller and Reseller Customer, the Reseller Customer. |
| **Customer Data** | means the data provided by the Customer or any Authorized Users for the purpose of using the Services or facilitating the Customer's use of the Services. |
| **Customer Infrastructure Requirements** | means the infrastructure requirements for the Location, set out in the specification on the Partner Portal, as updated from time to time |
| **Defect** | means a deviation within the Software which prevents its operation in accordance with the design specification. |
| **Delivery Date** | means the date on which the Hardware arrives at the Location. |
| **Documentation** | means the documentation describing the Services and the user instructions for the Services, made available to the Customer by via the Partner Portal, as updated from time to time. |

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| **Effective Date** | means the date identified in any Statement of Work. |
| **Equipment** | means the equipment on which the Software may be used as identified in the Customer Infrastructure Requirements. |
| **Fix** | means a formal code change for a specific Customer reported Defect or Incident or an implementation of a Workaround to recover from an unplanned interruption of service. |
| **Fees** | means the Services Fee, Rental Fee and Professional Services Fees. |
| **HaaS Services** | means the rented hardware service. |
| **Hardware Maintenance** | means the support set out in the Hardware Support Schedule. |
| **Hardware Products** | means Condeco Sense, the Rented Hardware and any other hardware products to be provided by Supplier to the Customer as set out in any Statement of Work. |
| **Hardware Support Schedule** | means the support to be provided in relation to the Hardware as set out in Attachment 2 as amended from time to time. |
| **Hotfixes** | means the formal code change for a specific high priority Customer reported defect. |
| **Incident** | means an unplanned interruption to the Supplier application or a reduction in the quality of performance. |
| **Licence Key** | a licence key or keys (as specified in the Statement of Work) provided by Supplier to the Customer to enable the Customer to access the Software. |
| **Location** | means any site at which the Hardware is located including any specific location specified in the Statement of Work or such other location as shall be agreed between the parties in writing. |
| **Partner Portal** | means the partner portal or such other web address notified by Supplier to the Customer from time to time. |
| **Problem** | means a cause of one or more Incidents, the cause of which is not usually known at the time. |
| **Products** | the Hardware Products and the Software Products. |
| **Professional Services** | the professional services as detailed in a Statement of Work, including but not limited to, implementation, installation and configuration, training and project management, together with any other services agreed from time to time to be supplied to the Customer by the Supplier such as the development of interfaces so that the Products can be integrated with the Customer's existing hardware and/or software. |

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| **Rented Hardware** | the items of Hardware to be leased to the Customer on the terms of this Agreement as listed in the Statement of Work, and all substitutions, replacements or renewals of such equipment and all related accessories, manuals and instructions provided for it. |
| **Rented Hardware Support Schedule** | means the support to be provided in relation to the Rented Hardware as set out in Attachment 2 as amended from time to time. |
| **Rental Period** | the period for which Condeco will hire the Hardware to the Reseller, as identified in any Statement of Work. |
| **SaaS Services** | means the hosted software subscription service. |
| **Security Policy** | means Condeco's security policy as annexed to Schedule 4, as amended from time to time. |
| **Services** | means software as a service (**SaaS**), hardware as a service (**HaaS**), the Professional Services and any other services to be provided by Condeco to the Reseller on the terms of this Agreement and to the Reseller Customers as set out in the Statement of Work. |
| **Software Products** | the software products to be provided by Condeco to the Reseller on the terms of this Agreement as set out in any Statement of Work. |
| **Software Support Schedule** | means the support for the Software to be provided in relation to the Services as set out in Attachment 1 as amended from time to time. |
| **Specification** | any specification for the Services, the Hardware or the Rented Hardware, that is agreed in writing by the Supplier and set out in the SOW. |
| **Statement of Work (or "SOW")** | a statement of work issued by the Supplier substantially in the form of the pro-forma statement of work annexed to these conditions. |
| **Supplier** | means (i) as between Condeco and Reseller, Condeco, and (ii) in respect of any end user to which the Reseller directly or indirectly resells or sub-licenses the Condeco Products or Services, the Reseller. |
| **Total Loss** | means the Rented Hardware is, in Condeco's reasonable opinion damaged beyond repair, lost, stolen, seized or confiscated. |
| **Year** | the period of at least 12 months from the Commencement Date to the 31 May after 12 months and each consecutive period of 12 months thereafter from 1 June each year during the Term. |

|                |                                                                 |
|----------------|-----------------------------------------------------------------|
| **Workaround** | means a method of avoiding an Incident or Problem, either by employing a temporary fix or technique that means a user is not reliant on a function or feature failure. |

## 1 Supply of Services (including SaaS Services)

1.1 Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

1.2 The undertaking at paragraph 1.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or Supplier's duly authorized contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable efforts to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in paragraph 1.1.  Notwithstanding the foregoing, Supplier:

1.2.1 does not warrant that the Customer's use of the Services will be uninterrupted or error-free; or that the Services, Documentation and/or the information obtained by the Customer through the Services will meet any partiuclar requirements of the Customer (other than as expressly agreed in the SOW); and

1.2.2 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 Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

1.3 Supplier shall use reasonable efforts to make the SaaS Services available 24 hours a day, seven days a week in accordance with the Software Support Schedule, except for:

1.3.1 planned maintenance carried out during the maintenance window of Saturday 05:00am EST to Sunday 02:00am EST; and

1.3.2 unscheduled maintenance performed outside the maintenance window (above), provided that Supplier has used reasonable efforts to give the Customer at least 1 hour notice in advance.

1.4 Supplier will, as part of the SaaS Services and at no additional cost to the Customer, provide the Customer with the support services in accordance with the Software Support Schedule in effect at the time that the Services are provided.  Supplier may amend the Software Support Schedule in its sole and absolute discretion from time to time provided that such amendments shall not materially and adversely impact on the SaaS Services. Supplier may from time to time issue Service Level Guides or other documentation that provides information about support services but such documentation is not contractually binding and is for information only and the terms of these conditions and the Software Support Schedule

## 2 On Premise Software License

2.1 Where the Customer purchases an On-Premise Software License, the Supplier agrees to provide the Software to the Customer in accordance with these conditions.

2.2 The Fees for the Software include the applicable Support Level and Hotfixes.

2.3 The Supplier grants the Customer a licence to use the Software for the Term for the purposes set out in these conditions, subject to the following licence conditions:

2.3.1 Exclusivity**:** the licence is *non-exclusive;*

2.3.2 Transferability**:** the licence is *non-transferrable and cannot be sublicensed*;

2.3.3 Equipment: the Software may only be used on the Equipment;

2.3.4 **Term:** the licence will terminate immediately on termination or expiry of the applicable SOW; and

2.3.5 **Use**: use of the Software is subject to the rights and restrictions set out in paragraph 3.2.

3 **Customer's obligations**

3.1 The Customer shall:

3.1.1 provide Supplier with:

(a) all necessary co-operation in relation to these conditions; and

(b) all necessary access to such information as may be required by Supplier;

in order to provide the Services, including but not limited to Customer Data, security access information and configuration services;

3.1.2 comply with all applicable laws and regulations with respect to its activities under these conditions and obtain and shall maintain all necessary licences, consents, and permissions necessary for Supplier, its contractors and agents to perform their obligations under these conditions, including without limitation the Services;

3.1.3 carry out all other Customer responsibilities set out in these conditions 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, Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;

3.1.4 ensure that the Authorized Users use the Services and the Documentation in accordance with the terms and conditions of these conditions and shall be responsible for any Authorized User's breach of these conditions;

3.1.5 ensure that its network and systems comply with the relevant specifications provided by Supplier from time to time and be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet; and

3.1.6 use all reasonable efforts to prevent any unauthorized access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Supplier.

3.2 The Customer shall not, except as expressly permitted under these conditions, or as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

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

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

3.2.3 access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or

3.2.4 (unless expressly agreed otherwise in a SOW) use the Services and/or Documentation to provide services to third parties; or

3.2.5 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorized Users, or

3.2.6 attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as expressly permitted under these conditions.

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

3.3.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;

3.3.2 facilitates illegal activity;

3.3.3 depicts sexually explicit images;

3.3.4 promotes unlawful violence;

3.3.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;

3.3.6 in a manner that is otherwise illegal or causes damage or injury to any person or property; or

3.3.7 would introduce a virus onto the Software.

3.4 The Supplier reserves the right, without liability or prejudice to its other rights under the Agreement, to disable the Customer's (and where the Customer is the Reseller, any Reseller Customer's) access to the Services if the Customer breaches the provisions of paragraphs 3.2 or 3.3.

4    **Rented Hardware (HaaS Service)**

4.1   The Supplier will, as part of the Haas Service and at no additional cost to the Customer, provide the Customer with the support services in accordance with the Hardware Support Schedule in effect at the time that the Rented Hardware is hired.  The Supplier may amend the Rented Hardware Support Schedule in its sole and absolute discretion from time to time provided that such amendments shall not materially and adversely impact on the HaaS Service.  The Supplier may from time to time issue service level guides or other documentation that provides information about equipment support services but such documentation is not contractually binding and is for information only and the terms of this Agreement and the Rented Hardware Support Schedule only shall govern the provision of support by Supplier.

4.2   The Rented Hardware shall at all times remain the property of Supplier and the Customer shall not have any right, title or interest in or to the Rented Hardware save the right to possession and use of the Rented Hardware subject to the terms and conditions of these conditions.

4.3   The Customer shall, during the Rental Period:

4.3.1   ensure that the Rented Hardware is kept and operated in a suitable environment, which shall as a minimum meet the requirements set out in the Rented Hardware Support Schedule, used only for the purposes for which it is designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions;

4.3.2   keep it in as good an operating condition as it was on the Delivery Date (fair wear and tear only excepted) including replacement of worn, damaged and lost parts, and shall make good any damage to the Rented Hardware;

4.3.3   make no alteration to the Rented Hardware and shall not remove any existing component(s) from the Rented Hardware without the prior written consent of Supplier;

4.3.4   at all times keep the Rented Hardware in its  possession or control at the Location or such other location as may be agreed with the Supplier;

4.3.5   permit Supplier or its duly authorized representative to inspect the Rented Hardware at all reasonable times and for such purpose to enter upon the Location or any premises at which the Rented Hardware may be located, and shall grant reasonable access and facilities for such inspection;

4.3.6   not, without the prior written consent of Supplier, part with control of (including for the purposes of repair or maintenance), sell or offer for sale, underlet or lend the Rented Hardware or allow the creation of any mortgage, charge, lien or other security interest in respect of it;

4.3.7   not without the prior written consent of Supplier, attach the Rented Hardware to any land or building so as to cause the Rented Hardware to become a permanent or immovable fixture on such land or building.  If the Rented Hardware does become affixed to any land or building then the Rented Hardware must be capable of being removed without material injury to such land or building and the Customer shall repair and make good any damage caused by the affixation or removal of the Rented

Hardware from any land or building and indemnify Supplier against all losses, costs or expenses incurred as a result of such affixation or removal;

4.3.8 ensure that at all times the Rented Hardware remains identifiable as being Supplier's property and wherever possible shall ensure that a visible sign to that effect is attached to the Rented Hardware;

4.3.9 give immediate written notice to Supplier in the event of any loss, accident or damage to the Rented Hardware arising out of or in connection with the Customer's possession or use of the Rented Hardware;

4.3.10 deliver up the Rented Hardware at the end of the Rental Period or on earlier termination of the SOW at such address as Supplier requires, or if necessary allow Supplier or its representatives access to the Location or any premises where the Rented Hardware is located for the purpose of removing the Rented Hardware; and

4.3.11 not do or permit to be done anything which could invalidate the insurances referred to in paragraph 4.5.

4.4 The Customer acknowledges that Supplier shall not be responsible for any loss of or damage to the Rented Hardware arising out of or in connection with any negligence, misuse, mishandling of the Rented Hardware or otherwise caused by the Customer or any Customer Customer or their respective officers, employees, agents and contractors[, and the Customer undertakes to indemnify Supplier on demand against the same, and against all losses, liabilities, claims, damages, costs or expenses of whatever nature otherwise arising out of or in connection with any failure by the Customer to comply with the terms of this Agreement.

4.5 The risk of loss, theft, damage or destruction of the Rented Hardware shall pass to the Customer on Delivery. The Rented Hardware shall remain at the sole risk of the Customer during the Rental Period and any further term during which the Rented Hardware is in the possession, custody or control of the Customer (**Risk Period**) until such time as the Rented Hardware is redelivered to Supplier. During the Rental Period and the Risk Period, the Customer shall, at its own expense, obtain and maintain the following insurances:

4.5.1 insurance of the Rented Hardware to a value not less than its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft or accident, and such other risks as Supplier may from time to time nominate in writing;

4.5.2 insurance for such amounts as a prudent owner or operator of the Rented Hardware would insure for, or such amount as Supplier may from time to time reasonably require, to cover any third party or public liability risks of whatever nature and however arising in connection with the Rented Hardware; and

4.5.3 insurance against such other or further risks relating to the Rented Hardware as may be required by law, together with such other insurance as Supplier may from time to time consider reasonably necessary and advice to the Customer.

4.6 The Customer shall, on demand, supply copies of the relevant insurance policies or other insurance confirmation acceptable to Supplier and proof of premium payment to Supplier to confirm the insurance arrangements. If the Customer fails to effect or maintain any of the insurances required under these conditions, Supplier shall be entitled to effect and maintain the

same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.

## 5 Purchased Hardware

5.1 The risk in the Hardware shall pass to the Customer on delivery. Title to the Hardware shall not pass to the Customer until Supplier receives payment in full (in cash or cleared funds) for the Hardware

5.2 Until title to the Hardware has passed to the Customer, the Customer shall:

5.2.1 store the Hardware separately from all other goods held by the Customer so that they remain readily identifiable as Supplier's property;

5.2.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Hardware; and

5.2.3 maintain the Hardware in satisfactory condition and keep it insured against all risks for its full price from the date of delivery.

5.3 Subject to paragraph 5.4, if the Customer resells the Hardware before Supplier receives payment for the Hardware:

5.3.1 it does so as principal and not as Supplier's agent; and

5.3.2 title to the Hardware shall pass from Supplier to the Customer immediately before the time at which resale by the Customer occurs; and

5.3.3 Supplier shall have the right to bring an action for the price against the Customer.

5.4 If before title to the Hardware passes to the Customer the Customer becomes subject to an event of insolvency, then, without limiting any other right or remedy Supplier may have:

5.4.1 the Customer's right to resell the Hardware or use it in the ordinary course of its business ceases immediately; and

5.4.2 Supplier may at any time:

(a) require the Customer to deliver up all Hardware in its possession which has not been resold, or irrevocably incorporated into another product; and

(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Hardware is stored in order to recover them.

## 6 Hardware Delivery

6.1 Subject to Customer preparing the Location in accordance with paragraph 3.1, and subject always to the provisions of paragraph 6.3, Delivery of the Hardware shall be made by Supplier at the Location on the Delivery Date.

6.2 The Customer shall procure that a duly authorized representative of the Customer shall be present at the Delivery of the Hardware. Acceptance of Delivery by such representative shall constitute conclusive evidence that the Customer has examined the Hardware and has found

it to be in good condition and fit for the purpose for which it is intended (save as regards any latent defects not reasonably apparent on inspection). If required by Supplier, the Customer's duly authorized representative shall sign a receipt confirming such acceptance.

6.3     Any dates quoted for Delivery are approximate only. Supplier shall not be liable for any delay in delivery of the Hardware that is caused by an event in accordance with an event of Force Majeure or the Customer's failure to provide Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Hardware.

6.4     If 10 working days after the Delivery Date the Customer has not taken delivery of them, Supplier may resell or otherwise dispose of part or all of the Hardware.

6.5     Supplier warrants that the Hardware shall substantially conform to its specification (as made available by Supplier), be of satisfactory quality and fit for any purpose held out by Supplier. Supplier shall use all reasonable efforts to remedy, free of charge, any material defect in the Hardware which manifests itself within twelve (12) months from delivery, provided that:

6.5.1     the Customer notifies Supplier of any defect in writing within ten (10) working days of the defect occurring or of becoming aware of the defect;

6.5.2     Supplier is permitted to make a full examination of the alleged defect;

6.5.3     the defect did not materialise as a result of misuse, neglect, alteration, mishandling or unauthorized manipulation by any person other than Supplier's authorized personnel;

6.5.4     the defect did not arise out of any information, design or any other assistance supplied or furnished by the Customer or on its behalf; and

6.5.5     the defect is directly attributable to defective material, workmanship or design.

6.6     If Supplier fails to remedy any material defect in the Hardware in accordance with paragraph 6.5, Supplier shall, at its option, repair or replace the defective Hardware, or refund the price of the defective Hardware in full. Except as provided in this paragraph 6.6, Supplier shall have no liability to the Customer in respect of the Hardware's failure to comply with the warranty set out in paragraph 6.5.

7     **Sense Hardware and Support**

7.1     In the event that the Hardware includes Sense Products the following provisions shall apply.

7.2     Condeco will provide the Condeco Sense occupancy sensing units ("Sensors") and the Condeco occupancy gateway units ("Gateways") (the **Sense Hardware**).

7.3     The obligations of the parties relating to Rented Hardware pursuant to clause **Error! Reference source not found.** shall apply to the Sense Hardware.

7.4     The Customer agrees to comply with the requirements and responsibilities relating to Sense Support in Attachment 3 to these conditions as conditions of the use of the Sense Hardware and receipt of Sense Support:

8     **Services (Installation, Training and Support)**

8.1     Subject to the Customer meeting the Customer Infrastructure Requirements, Supplier shall install the Software on the Equipment at the Location on the Installation Date.

8.2     After installation, the Customer shall bear all risk of loss or damage to all copies of the Software and Documentation.

8.3     After installation of the Software pursuant to paragraph 8.1, the Customer will promptly run such commissioning tests as are reasonably necessary to ensure that the Software is installed and functioning in accordance with the Documentation.  Upon satisfactory completion of such tests, the Customer shall promptly inform Supplier that it accepts the Software from the date the tests are completed (the **Acceptance Date**).

8.4     If the Customer does not accept the Software, the Customer may:

    8.4.1     request that Supplier make such modifications as the Customer reasonably requires for the Software to meet the tests, and submit the Software to further testing; or

    8.4.2     terminate the agreement, by giving written notice of termination to Supplier and receive a full refund of any Initial Fees paid by the Customer.  For the avoidance of doubt, the Customer will pay Supplier for any Services provided by Supplier to the Customer prior to the termination under this paragraph.

8.5     Supplier shall provide and the Customer shall accept the Services at the Location or such other location as agreed by both parties on a date to be agreed as soon as reasonably practicable after the Acceptance Date.

8.6     Supplier will use all reasonable efforts to provide the Support for the Software in accordance with the Support Level purchased by the Customer as identified in the Statement of Work), on the terms set out in the Software Support Schedule.

8.7     Supplier will, as part of the Services provide the Customer with the support services in accordance with the Software Support Schedule in effect at the time that the Services are provided.  Supplier may amend the Software Support Schedule in its sole and absolute discretion from time to time provided that such amendments shall not materially and adversely impact on the Services. Supplier may from time to time issue Service Level Guides or other documentation that provides information about support services but such documentation is not contractually binding and is for information only and the terms of these conditions and the Software Support Schedule only shall govern the provision of support by Supplier.

9     **Data Protection**

9.1     The Customer warrants that it shall have responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

9.2     The Supplier shall follow its archiving procedures for Customer Data as set out in the Back-Up Policy, as such policy may be amended by the Supplier in its sole discretion from time to time provided that such amendments shall not materially and adversely impact on the Services.  In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for Supplier to use reasonable efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy.  The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party

(except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

9.3     The Supplier shall, in providing the Services, comply with its Security Policy relating to the security of the Customer Data available, as such policy may be amended from time to time by Supplier in its sole discretion provided that such amendments shall not materially and adversely impact on the Services.

9.4     If the Supplier processes any personal data on the Customer's behalf when performing the Services, as between the Supplier and the Customer, the Customer shall be the data controller and the Supplier shall be a data processor (as such terms are defined in the Data Protection Act 1998) of such personal data and in any such case, Customer hereby agrees that:

9.4.1     Supplier may process such personal data in accordance with these conditions;

9.4.2     such personal data may be transferred or stored outside the EEA or the country where the Customer and the Authorized Users are located in order to carry out the Services;

9.4.3     any relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation; and

9.4.4     paragraphs 9.2 and 9.3, above, comprise adequate technical and organisational measures by Supplier against unauthorized or unlawful processing of the Customer Data and against its accidental loss, destruction or damage.

[NO LIABILITY FOR LOSS OF DATA IN EVENT OF FAILURE OF SENSE PRODUCTS]

10     **Confidentiality**

10.1    Each party undertakes that it shall not at any time disclose to any person any Confidential Information except as provided by this paragraph.

10.2    A party may disclose the other party's Confidential Information:

10.2.1     to those of its, or its Affiliates', employees, officers, representatives or advisers who need to know such information for the purpose of carrying out the party's obligations under this Agreement. Each party shall ensure that its, or its Affiliates', employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with this paragrap 10; and

10.2.2     as may be required by law, court order or any governmental or regulatory authority.

10.3    No party shall use any other party's Confidential Information for any purpose other than to perform its obligations under the Agreement.

10.4    Each party shall hold the other's Confidential Information in confidence and except as expressly set out in the Agreement, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.

10.5    Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

10.6    Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.

10.7    This paragraph shall survive termination of the Agreement, however arising.

11    **Proprietary Information**

11.1    Customer acknowledges that the Software and Documentation, the object code and the source code for the Software, the visual expressions, screen formats, report formats and other design features of the Software, all ideas, methods and concepts used in developing and/or incorporated into the Software or Documentation, all future modifications, revisions, updates, releases and enhancements of the Software or Documentation and all derivative works based upon any of the foregoing (collectively, the "Proprietary Information") are trade secrets and proprietary property of Condeco, having great commercial value to Condeco.

11.2    All Proprietary Information provided to the Customer under this Agreement is being provided on a strictly confidential and limited use basis.  Title to all Proprietary Information and all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights shall remain exclusively with Condeco, even with respect to such items that were created by Condeco specifically for or on behalf of the Customer.

11.3    All improvements and developments related to the Proprietary Information, whether patentable or not, which are made or discovered by Customer and/or its officers, employees or agents shall be the sole and exclusive property of Condeco.  Condeco shall have the right, but not the obligation, at Condeco's expense, to obtain such patents, copyrights, trademarks and other intellectual property registrations with respect to any such improvements and/or developments as Condeco may deem appropriate, in its sole discretion.

12    **Indemnification**

12.1    Customer agrees to indemnify, defend and hold Condeco, its officers, directors and employees harmless from and against any and all claims, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and costs) or liabilities that may result, in whole or in part, from Customer's negligence, willful misconduct or breach of this Agreement.

13    **Limitation of Warranties and Certain Damages**

13.1    THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.  EXCEPT AS SPECIFICALLY PROVIDED HEREIN, CONDECO DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS OR WILL OPERATE IN COMBINATION WITH OTHER SOFTWARE THAT CUSTOMER MAY SELECT OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFECTS WILL BE CORRECTED.

13.2    IN NO EVENT WILL CONDECO BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGES FROM LOSS OF USE, DATA OR PROFITS, OR

COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, EVEN IF CONDECO SHALL HAVE BEEN ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH LOSS, COST OR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER IN AN ACTION BASED ON CONTRACT OR TORT INCLUDING NEGLIGENCE.  IN NO EVENT WILL CONDECO'S TOTAL LIABILITY FOR ANY DAMAGES IN ANY ACTION IN ANY FORM EXCEED THE MONIES ACTUALLY PAID TO RESELLER PURSUANT TO THIS AGREEMENT.

13.3    **Applicable Law**.  This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of New York, except to the extent pre-empted by the laws of the United States of America, which will then apply without reference to its rules relating to choice of law.

13.4    **Venue and Jurisdiction**.  Neither party will commence or prosecute any suit, proceeding or claim to enforce the provisions of this Agreement, to recover damages for breach of or default under this Agreement, or otherwise arising under or by reason of this Agreement, other than in Federal or State courts located in city and the state of New York.

**Attachment 1**

**Software Support Schedule**

1.1 Condeco will provide the Software support set out in this Software Support Schedule to the Customer to the Support Level set out in the Scope of Service. Condeco shall:

    1.1.1 use reasonable efforts to maintain the Software so that it operates in conformity with its then applicable specifications;

    1.1.2 make available all upgrades and enhancements which Condeco incorporates into and makes a part of the version of the Software;

    1.1.3 provide telephone assistance to the Customer in relation to the Software during the Support Hours;

1.2 The Customer shall provide to Condeco detailed documentation and explanations, together with underlying data, to substantiate any Incident or Defect notified to Condeco and to assist Condeco in its efforts to diagnose and correct a Software Incident or Defect.

1.3 Condeco will be responsible for the identification, management and resolution of a Software Incident or Defect in accordance with this Software Support Schedule, which shall include:

    1.3.1 proactively identifying Software Incidents and Defects , advising the Customer of the same and providing Workarounds or Fixes ;

    1.3.2 providing telephone assistance to the Customer in the analysis and correction of Software Incidents; and

    1.3.3 timely analysis and correction of all Software Incidents and Defects with the Software via remote access. Condeco will ensure that Software Incidents are dealt with in accordance with the Response/Resolution Time Targets set out in below and will advise the Customer of both progress and the results of any Software Default investigation and resolution. Each Software Incident will be assigned a Priority Level in accordance with the Priority Levels set out in the table below; and

    1.3.4 Software Defects diagnosed during the Incident management process will be generally addressed in next scheduled maintenance release, however high impacting Software Defects identified that affect Core Functionality, namely of a Priority 1 or Priority 2 nature, will be targeted to be released through a Hotfix process in a timely fashion; and

1.4 If the Customer is unable to provide remote access to the Condeco application servers, Condeco may need to attend a local Customer site to correct all Software Incidents. Condeco shall use reasonable efforts to provide the onsite support at the Customer's premises and reserves the right to charge for the time spent travelling and while onsite as well as any reasonable expenses incurred. The Service Levels will not apply where it agreed that onsite support is required.

1.5 Condeco reserves the right to charge the Customer for any services requested by the Customer which are not covered by this Software Support Schedule.

1.6     Condeco may from time to time issue Service Level Guides or other documentation that provide information about support services but such documentation is not contractually binding and is for information only and the terms of this Agreement and this Software Support Schedule only shall govern the provision of support by Condeco.

| Priority Levels | Description | Incident Response / Resolution Time Targets |
|---|---|---|
| 1 - Critical | The Customer's production system is completely inoperable or severely limits Core Functionality causing critical disruption to the Customer's working operations with no acceptable Workaround available. | 30mins / 1 day |
| 2 – High | The Customer's production system is operating but aspects of Core Functionality are inoperable or impaired. Operations can continue in a restricted fashion, although long-term productivity may be adversely affected resulting in significant disruption to the Customer's working operations. A temporary Workaround is available but cannot be used for an extended period. | 1 Hour / 7 days |
| 3 - Medium | The Customer's production system is operating allowing Users to continue using the Software but non-Core Functionality is inoperable or impaired for a group of individuals or region with some disruption to the Customer's working operations. A temporary Workaround is available.  A fault on a single or multiple digital room, desk or kiosk screens that render it unusable. (This is the highest designation available for a standard non-chargeable service request implementation of additional licenses, standard SQL scripts, and user documentation). | 4 Hours / 10 days |
| 4 – Low | User inconvenience, limited to single or a minority of end Users, whereby the issue is cosmetic and not disrupting the Customer's working operations in a significant manner and work is able to continue via Workaround. A fault that affects the normal operation of a single or multiple digital room, desk or kiosk screen but does not render it unusable; issues with limited time sensitivity (such as UAT configuration, upgrade requests, or queries related to the functionality of the software). | 24 Hours / 20 days |
| 5 – No SLA | Chargeable service requests (bespoke reporting requirements, non- standard SQL scripts, data recovery & training) | n/a |

Where:

| Core Functionality | Authorized Users are able to perform a search, book, edit / cancel and manage a booking for a room, desk or other resource items (office, AV equipment or catering) via the web application and the ability to run in-built/standard reports offered within application |
|---|---|

2     **Support Level**

2.1 Condeco will provide the Support as specified in the Scope of Service and carried out at during the times indicated in the table below. Should the Support Level not be specified in the Scope of Service then the default Support Level will be Standard

| Support Level | Support Hours |
|---|---|
| Standard | Monday to Friday 08.30 to 18.00 Local Time / Middle East: Sun-Thurs 08:30 to 18:00 local time |
| 24/5 | Monday 00.00 to Friday 23.59 Local Time / Middle East: Sun-Thurs 00:00 to 23:59 local time |
| 24/7 | Any time |

2.2 Condeco reserves the right to charge the Customer for any services requested by the Customer which are not covered by this Software Support Schedule, or if maintenance carried out is as a result of one of the faults set out below:

2.2.1 the improper use operation or neglect of the Software;

2.2.2 than by Condeco;

2.2.3 the use of the Software on equipment other than that approved by Condeco;

2.2.4 the failure by the Customer to implement reasonable recommendations in respect of or solutions defaults or Fixes, advised or delivered by Condeco;

2.2.5 any repair, adjustment, alteration or modification of the Software by any other person other than Condeco without prior written consent;

2.2.6 the failure of the Customer to use any new releases or Fixes of the Software

2.2.7 he use of the Software for any purpose which they were not designed.

2.2.8 the failure of the Customer to provide a working network connection to the screen

2.2.9 the failure of the Customer to provide power over ethernet to the screen or mains power to the power over ethernet injector supplied by the Company

2.2.10 Software Support provided at the Customer's premises will be subject to additional charges as set out in the applicable Scope of Service, plus reasonable travelling expenses.

**Attachment 2**


**Hardware Support Schedule**


Condeco may amend the Hardware Support Schedule in its sole and absolute discretion from time to time provided that such amendments shall not materially and adversely impact on the Hardware support.

Condeco may from time to time issue Service Level Guides or other documentation that provides information about equipment support services but such documentation is not contractually binding and is for information only and the terms of this Agreement and the Hardware Support Schedule only shall govern the provision of support by Condeco.

Condeco reserves the right to charge the Customer for any services requested by the Customer which are not covered by this Hardware Support Schedule.

**Hardware Support**

Condeco shall provide Hardware Support to the Customer to the level set out in the Scope of Services. Condeco shall:

- use reasonable efforts to maintain the Hardware so that it operates in conformity with its then applicable specification;

- make available all upgrades and enhancements which Condeco incorporates into and makes a part of the version of the Software;

- provide telephone assistance to the Customer in relation to the Hardware during the support hours.

Condeco will be responsible for the identification, management and resolution of Hardware defects in accordance with this Hardware Support Schedule, which shall include:

- proactively identifying Hardware defects, advising the Customer of the same and providing fixes;

- providing telephone assistance to the Customer in the analysis and correction of Hardware Incidents (where an Incident is an unplanned interruption to the Condeco application or a reduction in the quality of performance);

- timely analysis and correction of all Hardware Incidents via remote access or by the provision of replacement Hardware as outlined below. Condeco will ensure that Hardware Incidents are dealt with in accordance with the Software Support Target Response Times set out in the Software Support Schedule and will advise the Customer of both progress and the results of any Hardware Incident investigation and resolution. Each Hardware Incident will be assigned a Severity Level in accordance with the Severity Levels set out in the Software Support Schedule;

- the support on the software (firmware) used to operate and control the Hardware will be provided using remote diagnostic support; and

- during the triage of hardware incident it may be necessary for a suitably proficient local Customer resource to remove screens and reseat, replace or power-cycle the affected unit(s)

or provide other local assistance. A workaround of a high-priority Hardware Incident may involve relocating less impacting hardware devices to alternative locations to provide a temporary solution; and

- where appropriate, Condeco will make reasonable efforts to attend the Customer site where the Hardware Product is installed in order to further investigate reported Hardware Incidents if all remote and local assistance has been followed but failed to resolve the reported Hardware Incident. In the event, Condeco reserves the right to charge for the time spent on-site, travelling as well as any reasonable expenses incurred. No site visit will be arranged without prior consent from the Customer.

**Hardware Replacement**

Where it is diagnosed that Hardware has failed and needs replacing, a pre-programmed replacement will be dispatched to the affected site within 48hrs of the diagnosis of the fault.

The Customer will continue to be responsible for the timely return of the faulty Hardware and completion of Condeco's hardware return form.

The Customer will return the faulty Hardware item to the appropriate Condeco distribution centre within five Business Days of receipt of the replacement item, re-using the packaging provided. Tracking details of returned item must also be provide**.**

**Attachment 3**

The Customer shall provide Condeco with access to the designated Location(s) to allow the installation and decommissioning of the Sensors and Gateways and shall otherwise cooperate with Condeco, as reasonably necessary for Condeco to perform its installation and decommission under this agreement.

The Customer agrees to comply with the following requirements and responsibilities as conditions of the use of the Sensors and Gateways and provision of Sense Hardware Support:

- To complete the Condeco supplied data capture forms accurately

- To provide accurate floorplans

- To provide access to wifi or fixed line network where 3G network is not available

- To provide out of hours access to all areas covered in the study

- To notify Condeco of and moves during the study that will affect the included rooms and / or desks

- To advise on and pay all customs duties and import fees as applicable

- To return all Sensors and Gateways after the study has been completed and the hardware has been decommissioned

**During Study**

- To check gateways and sensors within 12hrs of having received notification from Condeco Support

- To replace faulty sensors or batteries as soon as is practical, including where these have been sent by Condeco

**During Study**

- To check gateways and sensors within 12hrs of having received notification from Condeco Support

- To replace faulty sensors or batteries as soon as is practical, including where these have been sent by Condeco

**Sense Service Levels**

SL1 – Sense Portal Availability

Condeco Sense provides instant access to utilisation data through an on-line portal. Utilisation data is categorised into the following levels:

- Country
- Region
- Building
- Floor
- Department

Each of the above parameters can be searched using the following time frames:

- Day
- Week
- Month
- All my data

With each of the above parameters the following graphs can be viewed at each level:

- Average Utilisation
- Peak Utilisation
- Daily space utilisation at each 10 minute segment in the day
- Daily AM and PM average and peak utilisation
- Daily Space Occupancy across the duration of study.

Condeco will use reasonable efforts to meet Portal Availability of 99.50%.

Customer dependency: Condeco is not responsible for the Customers internal network or internet connectivity problems.

Portal Availability Level Measurement

Portal Availability Level shall be measured as a percentage of the total time in the Measurement Period (as defined below) and shall be calculated as follows:

| Portal Availability Level = (Total Possible Uptime – Total Downtime) x 100% |
|---|
| Total Possible Uptime |

Where:

| Portal Availability | Based on Authorized Users being able to successfully logon and access the Portal as defined below at all times except during periods of Scheduled Downtime. |
|---|---|
| Total Possible Uptime | Is the Measurement Period (in minutes) excluding Scheduled Downtime |
| Total Downtime | Is the time when Portal Availability is not available.<br><br>Total Downtime is measured in minutes.<br><br>Downtime will be recorded at the point from when the Customer raises a Priority 1 incident with Condeco Service Desk or when an event is registered through Condeco's infrastructure monitoring service and diagnosed as a Priority 1<br><br>Any Priority 1 incident registered during Scheduled Downtime will be Scheduled Downtime and will not count towards Total Downtime. |
| Measured Period | Is the total number of minutes in the relevant month |
| Scheduled Downtime | Scheduled Downtime which may accrue during a Maintenance Window is agreed in accordance with the Service Management Schedule or via an emergency change request.<br><br>Any Priority 1 incident registered during Scheduled Downtime will be Scheduled Downtime and will not count towards Total Downtime. |

SL2 - Scheduled Maintenance Service Level

Service Level: Any maintenance to the portal will be carried out by Condeco during the agreed Maintenance Windows, or in accordance with the Service Management Schedule published from time to time.

Scheduled maintenance will be limited to 8 hours per calendar month and will be undertaken between the hours of:

05:00 Saturday – 02:00 Sunday EST, unless otherwise agreed by the parties.

Service Management Schedule / Maintenance Window

Under the current Service Management Schedule the current Maintenance Window is isolated to every 3rd Saturday 05:00am EST to Sunday 02:00am EST of a calendar month. Whilst it is not anticipated every Maintenance Window will be utilised throughout the year, this schedule should be shared with all service management teams to ensure visibility.

Condeco will give the Customer at least 1 weeks' notice of any planned maintenance which falls outside of the Maintenance Window that may affect availability, performance or functionality of the Services.

Emergency Maintenance

In the event of the requirement to perform emergency maintenance that effects portal availability, performance or functionality, notification will be provided no less than 1 hour before commencement of works.

Exclusions

Condeco will not be liable to provide Hardware Support or have liability for anything caused by:

- the improper use, operation or neglect of the Hardware or Sensors;

- the failure by the Customer to implement reasonable recommendations in respect of or solutions, defaults or fixes, advised or delivered by Condeco;

- any repair, adjustment, alteration or modification of the Hardware or Sensors by any other person other than Condeco without prior written consent;

- the use of the Hardware or Sensors for any purpose which they were not designed;

and Condeco reserves the right to charge extra fees in addition to any maintenance charges if the maintenance carried out is as a result of one of the faults set out above or any request for support is unnecessary.