
BLUETOOTH SYSTEM TERMS AND CONDITIONS - 1

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A. PRIVACY POLICY

Hydrajaws - Privacy Policy

This privacy policy sets out how Hydrajaws Ltd (known as Hydrajaws, we, us) use any information that you give us when you use the Hydrajaws App and the Hydrajaws Dashboard Service. We are committed to protecting your privacy. If we ask you to provide certain information which can identify you when using our site or the App we will use it in accordance with this privacy policy. We may change this privacy policy from time to time by updating this page. Please check this page from time to time to ensure that you are happy with any changes.

What we collect

We may collect the following information:

- name
- contact information, such as your address, email address or phone number
- information on your preferences and interests Information that you provide by filling in forms on our site. This includes information provided at the time of registering to use our site, subscribing to our services
- we may also ask you for information when you report any problem with our site
- if you contact us, we may keep a record of that correspondence
- details of transactions you carry out through our site
- details of your visits to our site including, but not limited to, web traffic data, location data, weblogs and other communication data, whether this is required for our own billing purposes or otherwise
- (i) information from your device (such as location, readings, time stamp, gauge serial numbers or photographs) relating a Hydrajaws Digital Gauge or your mobile device that you agree to provide to us (this is done via your mobile device where you have installed our Hydrajaws App) (Collected Data)

What we do with your information and sharing your information

We use this information to:

- enable us to provide the Hydrajaws Dashboard Service
- allow your business to use the Hydrajaws Dashboard Service
- to analyse and re-use data in aggregate
- understand your needs, to manage Hydrajaws Dashboard Service and to provide you with a better service
- carry out our obligations, including without limitation account management, customer care, processing your applications and orders and monitoring and maintaining the quality and security of our network and services
- allow you to participate in interactive features of our service, when you choose to do so
- notify you about changes to our service.

The nature of our service is that certain information that we collect will be shared. In particular, we may share Collected Data with your employer or whoever you contract with, if you are working as a contractor to them or are contracted by them to a third party. They may then share the Collected Data with their end customer. We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and we or they may contact you about these by post or telephone.

We may extend our services beyond the UK. This means that your data may be held outside the UK or outside the European Economic

Area where different laws, rights and protections exist in respect of personal data.

IP addresses and Cookies

We may collect information about your computer, including where available your IP address, operating system and browser type, for system administration and to report aggregate information to our advertisers. This is statistical data about our users' browsing actions and patterns, and does not identify any individual.

Cookies are small text files that are placed on your computer by websites that you visit. They are widely used in order to make websites work, or work more efficiently, as well as to provide information to the owners of the site.

For the same reason, we may obtain information about your general internet usage by using a cookie file which is stored on the hard drive of your computer or other device used to access our site. Cookies contain information that is transferred to the drive of your computer or device. They help us to improve our sites and to deliver a better and more personalised service. They enable us:

- To estimate our audience size and usage pattern.
- To store information about your preferences, and so allow us to customise our sites according to your individual interests.
- To speed up your searches.
- To recognise you when you return to our sites.

These cookies are used to collect information about how visitors use our site. We use the information to compile reports and to help us improve the site. The cookies collect information in an anonymous form, including the number of visitors to the site, where visitors have come to the site from and the pages they visited.

How do I change my cookie settings?

Most web browsers allow some control of most cookies through the browser settings. To find out more about cookies, including how to see what cookies have been set and how to manage and delete them, visit www.aboutcookies.org or www.allaboutcookies.org.

Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to our sites.

Security

We are committed to ensuring that your information is secure. To prevent unauthorised access or disclosure, we have put in place physical and electronic procedures to safeguard and secure the information we collect online. Be aware that the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our sites; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Controlling your personal information

Other than as set out elsewhere in this Privacy Policy, or the sale of all, or a significant part of our business, we will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so.

Under the General Data Protection Regulation, you may request details of personal information which we hold about you. If you would like a copy of this information, please contact us at: tester@hydrajaws.com.

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co.uk. We may charge a fee for this and may require that you give evidence of your identity.

If you have any questions about this Privacy Policy please send an email to: tester@hydrajaws.co.uk

If you believe that any information we are holding on you is incorrect or incomplete, please contact us as soon as possible and we will correct the information we are holding.

B. APP TERMS

App end-user licence agreement.

PLEASE READ CAREFULLY BEFORE DOWNLOADING AND USING THE APP.

This end-user licence agreement (App Terms) is a legal agreement between you (End-user or you) and means Hydrajaws Limited a company registered under number 02230733 and whose registered office is at 73 Kettlebrook Road, Tamworth, United Kingdom, B77 1AG (Licensor, us or we) for HYDRAJAWS mobile application software (App).

We licence use of the App to you on the basis of these App Terms and subject to any rules or policies applied by any appstore (e.g. iTunes or Google Play) (Appstore), where the End-user downloaded the App (Appstore Rules). We do not sell the App to you. We remain the owners of the App at all times.

Technical requirements This App requires a modern smartphone updated to an appropriate recent operating system. GPS must be enabled to use some of the functionality of the App.

Important notice:

· By downloading the App or clicking on the "Accept" button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the privacy policy defined in clause 1.5 and limitations on liability in clause 6.

· If you do not agree to the terms of this licence, we will not license the App to you so you must uninstall the App or not download it.

· The App is designed for commercial use and not for use by consumers.

Using the App

The App is intended to be used to collect location and other information from your device relating to a Hydrajaws Digital Gauge. The App does not work on a standalone basis and is to be used under the HYDRAJAWS Dashboard Service which is a chargeable service and only using user credentials under a valid and current subscription to the HYDRAJAWS Dashboard Service.

The App is used to provide data that forms part of the HYDRAJAWS Dashboard Service. We cannot guarantee that this data will be accurate, up to date and complete at all times. A number of factors can impact on this such as whether the Device is switched on, whether GPS is enabled and/or available, network connectivity, data connectivity, network issues, bandwidth, and various other factors. Whilst we are working to provide the best possible service, you should be aware of the potential limitations of this technology. You may retain or print a copy of these App Terms for future reference.

AGREED TERMS

1. ACKNOWLEDGEMENTS

1.1 The terms of these App Terms apply to the App or any of the services accessible through the App (Services), including any updates or supplements to the App or any Service, unless they come with separate terms, in which case those terms apply. If any open-source software is included in the App or any Service, the terms of an open-source licence may override some of the terms of these App Terms.

1.2 We may change these terms at any time by email notification or when you download a new version or upgrade of the App. The new terms may be displayed onscreen and you will be deemed to accept them if you continue to use the App or the Services.

1.3 From time to time updates to the App may be issued through the

Appstore. Depending on the update, you may not be able to use the Services until you have downloaded the latest version of the App and accepted any new terms.

1.4 You will be assumed to have obtained permission from the owners of the mobile telephone or handheld devices that are controlled, but not owned, by you and described in clause 2.2 (Devices) and to download a copy of the App onto the Devices and for the Device to be used to collect, send and receive data as required for the Service. You and they may be charged by you and their service providers for internet access on the Devices. You accept responsibility in accordance with the terms of these App Terms for the use of the App or any Service on or in relation to any Device, whether or not it is owned by you.

1.5 The terms of our privacy policy from time to time, available at www.hydrajaws.com (Privacy Policy) are incorporated into these App Terms by reference. By using the App or any Service, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send or receive using the App or any Service may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

1.6 By using the App or any of the Services, you consent to us collecting and using technical information about the Devices and related software and hardware for Services that are internet-based or wireless to improve our products and to provide any Services to you.

1.7 Services will make use of location and other data sent from the Devices. You can turn off the location functionality at any time by turning off the location services settings for the App on the Device, but the Service will not work fully or at all.

1.8 Any words following the terms including, include, in particular or for example or any similar phrase shall be construed as illustrative and shall not limit the generality of the related general words.

2. GRANT AND SCOPE OF LICENCE

2.1 In consideration of you agreeing to the terms of these App Terms, we grant you a non transferable, non-exclusive licence to use the App on the Devices, subject to these terms, the Privacy Policy and the Appstore Rules, incorporated into these App Terms by reference. We reserve all other rights.

2.2 You may download copies of the App onto your Devices for business use of the Service.

3. LICENCE RESTRICTIONS

In general, we encourage you to download copies of the App on Devices for the purpose of accessing the Service, but we do not permit you to use the App or the software in the App to access or provide a service that is similar to the Service. Except as expressly set out in these App Terms or as permitted by any local law, you agree:

- (a) not to copy the App except where such copying is incidental to normal use of the App to use the Service, or where it is necessary for the purpose of back-up or operational security;
- (b) not to translate, merge, adapt, vary or modify the App;
- (c) not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs or to use it for services not provided by Us;
- (d) not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the App with another software program, and provided that the information obtained by you during such activities:
 - (i) is used only for the purpose of achieving inter-operability of the App with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the App;
- (e) not to provide or otherwise make available the App in whole or in part (including object and source code), in any form to any person other than through the Appstore; and
- (f) to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Service (Technology), together Licence Restrictions.

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4. ACCEPTABLE USE RESTRICTIONS

You must:

- (a) only use the App or any Service for collection of data for the business that has a valid and current subscription to the Hydrajaws Dashboard Service;
- (b) not use the App or any Service in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these App Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, any Service or any operating system;
- (c) not infringe our intellectual property rights or those of any third party in relation to your use of the App or any Service (to the extent that such use is not licensed by these App Terms);
- (d) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any Service;
- (e) not use the App or any Service in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- (f) not create an app or software that seeks to communicate with the Service including using the protocol used by the App; and
- (g) not collect or harvest any information or data from any Service or our systems or attempt to decipher any transmissions to or from the servers running any Service.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the App and the Technology anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the Technology other than the right to use each of them in accordance with the terms of these App Terms.

5.2 You acknowledge that you have no right to have access to the App in source-code form.

6. LIMITATION OF LIABILITY

6.1 We only supply the App for commercial use. You agree not to use the App for resale purposes or for you to supply a service to third parties.

6.2 We do not exclude or limit in any way Our liability for:

- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples).

6.3 To the extent permitted by law, We have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

6.4 You recognise that we do not charge you for the App and due to the nature of the App (to the extent permitted by law) that we will not be liable to you under or in connection with this App (including your use of any Service) whether in contract, tort (including negligence) or otherwise. This does not apply to the types of loss set out in clause 6.2.

7. TERMINATION

7.1 We may terminate or suspend these App Terms immediately by written notice to you:

- (a) if you commit a material breach of these App Terms;
- (b) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions; or
- (c) your subscription for use of the Hydrajaws Dashboard Service terminates or ends.

7.2 On termination for any reason:

- (a) all rights granted to you under these App Terms shall cease;
- (b) you must immediately cease all activities authorised by these App Terms, including your use of any Services;
- (c) you must immediately delete or remove the App from all Devices, and immediately destroy all copies of the App then in your possession, custody or control and certify to us that you have done so;
- (d) you are on notice that we may notify your company that these App Terms have been terminated by us this may permit us (under the terms

of our agreement with your company) to terminate that agreement.

8. COMMUNICATION BETWEEN US

8.1 If you wish to contact us then send an e-mail to tester@hydrajaws.co.uk.

8.2 If we have to contact you or give you notice in writing, we may do so by e-mail or through the Service.

9. EVENTS OUTSIDE OUR CONTROL

9.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these App Terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (Event Outside Our Control).

9.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these App Terms:

(a) our obligations under these App Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

(b) we will use our reasonable endeavours to find a solution by which our obligations under these App Terms may be performed despite the Event Outside Our Control.

10. OTHER IMPORTANT TERMS

10.1 We may transfer our rights and obligations under these App Terms to another organisation, but this will not affect your rights or our obligations under these App Terms.

10.2 You may not transfer your rights or obligations under these App Terms to another person.

10.3 If we fail to insist that you perform any of your obligations under these App Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

10.4 Each of the clauses of these App Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.

10.5 Please note that these App Terms, its subject matter and its formation, are governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction.

C. DASHBOARD TERMS

1. Definitions

1.1 The following words used in this Agreement have the meanings below:

1.1.1 'Dashboard Fees' the Dashboard Fees payable by the Customer to HYDRAJAWS for the User Subscriptions, as set out in the Dashboard Schedule including, without limitation, license and hosting fees.

1.1.2 'Customer' means the person who agrees to conclude this Agreement with HYDRAJAWS the Dashboard Service (which may be concluded online or by signature of a hard copy of these terms).

1.1.3 'Customer Data' the data inputted by the Customer (or on behalf of the Customer), or HYDRAJAWS on the Customer's behalf for the purpose of using the Dashboard Services or facilitating the Customer's use of the Dashboard Services.

1.1.4 'HYDRAJAWS' means Hydrajaws Limited a company registered under number 02230733 and whose registered office is at 20-21 The Courtyard, Gorse Lane, Coleshill, Birmingham, West Midlands, B46 1JA.

1.1.5 'HYDRAJAWS Dashboard Service' means the Dashboard service to be provided by HYDRAJAWS to the Customer as set out in further detail in the Dashboard Schedule.

1.1.6 'HYDRAJAWS Group' means HYDRAJAWS and any subsidiary or holding company from time to time of HYDRAJAWS and of any of the above where "subsidiary" and "holding company" have the respective meanings set out in s.1159 of the Companies Act 2006.

1.1.7 'Online Software' the online software applications provided by HYDRAJAWS as part of the HYDRAJAWS Dashboard Services as set out in the Dashboard Schedule.

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1.1.8 'Users' those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the HYDRAJAWS Dashboard Services, as permitted in the Dashboard Schedule.

1.1.9 'Virus' any thing or device (including, without limitation, any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including, without limitation, the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including, without limitation, worms, trojan horses, viruses and other similar things or devices.

2. Obligations in Outline

2.1 HYDRAJAWS agrees to provide the HYDRAJAWS Dashboard Service for the period set out on the Dashboard Schedule.

3. Use of the Dashboard Service

3.1 Subject to the terms of this agreement, HYDRAJAWS grants to the Customer a non exclusive, non transferable right to permit their Users to use the HYDRAJAWS Dashboard Service solely for the Customer's internal operations including the provision of the Customer's services to its customers in relation to digital gauges supplied by Hydrajaws;

3.2 The Customer agrees to comply with any relevant terms relating to the HYDRAJAWS Dashboard Service as applied by HYDRAJAWS' third party hosting service provider.

3.3 The Customer will procure that each User shall keep a secure password for their use of the HYDRAJAWS Dashboard Services and that each User shall keep their password confidential.

3.4 The Customer shall not access, store, distribute or transmit in the course of its use of the HYDRAJAWS Dashboard Services any material that:

3.4.1 contains Viruses;

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

3.4.3 is in breach of third party intellectual property rights;

3.4.4 facilitates illegal activity;

3.4.5 depicts sexually explicit images;

3.4.6 promotes unlawful violence;

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

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

3.4.9 may be in breach of the applicable terms of our third party hosting service provider's terms (together 'Inappropriate Content')

3.5 HYDRAJAWS reserves the right, without liability or prejudice to its other rights to the Customer, to disable the Customer's access to any material that breaches the provisions of clause 3.4. HYDRAJAWS may remove (or require the removal of) content from the HYDRAJAWS Dashboard Service where it reasonably suspects it may be Inappropriate Content or as required by law.

3.6 The Customer shall indemnify and keep indemnified HYDRAJAWS against all claims, liabilities and expenses arising out of any claim against HYDRAJAWS arising out of:

3.6.1 Inappropriate Content stored under the HYDRAJAWS Dashboard Service by the Customer and/or;

3.6.2 any breach of clause 3.4.

3.7 The Customer shall not:

3.7.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:

3.7.2 and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Online Software in any form or media or by any means; or

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

3.7.4 access all or any part of the HYDRAJAWS Dashboard Services in order to build a product or service which competes with the HYDRAJAWS Dashboard Services; or

3.7.5 use the HYDRAJAWS Dashboard Services to provide Dashboard services to third parties; or

3.7.6 license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the HYDRAJAWS Dashboard Services available to any third party except the Users, or

3.7.7 attempt to obtain, or assist third parties in obtaining, access to the HYDRAJAWS Dashboard Services, other than as provided under this clause 3.7; and

3.8 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the HYDRAJAWS Dashboard Service and, in the event of any such unauthorised access or use, the Customer shall promptly notify HYDRAJAWS.

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

4. Hydrajaws Dashboard Services

4.1 HYDRAJAWS shall use commercially reasonable endeavours to make the HYDRAJAWS Dashboard Service available 24 hours a day, seven days a week, except for:

4.1.1 planned maintenance (which normally be carried in order to minimise impact); and

4.1.2 unscheduled maintenance performed outside Normal Business Hours, provided that HYDRAJAWS has used reasonable endeavours to give the Customer appropriate notice in advance (the Customer acknowledges that in certain situations such as an emergency or an urgent security issue, little or no notice will be given).

4.2 The Customer recognises that the HYDRAJAWS Dashboard Service is provided through a third party hosting provider. Use is limited to fair use and while HYDRAJAWS will endeavour to ensure demands are met through the existing infrastructure the Customer acknowledges this may not be possible. The HYDRAJAWS Dashboard Service sets out the extent of the fair use.

5. Data

5.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.

5.2 The Customer licenses HYDRAJAWS and the HYDRAJAWS Group to use the Customer Data (even after this contract ends) (i) to provide the HYDRAJAWS Dashboard Service and other services we may provide to you; and (ii) for our internal business purposes.

5.3 HYDRAJAWS shall follow its archiving procedures for Customer Data as set out in the HYDRAJAWS Dashboard Service. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for HYDRAJAWS to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by HYDRAJAWS in accordance with the archiving procedure described in the HYDRAJAWS Dashboard Service. HYDRAJAWS 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 HYDRAJAWS to perform HYDRAJAWS Dashboard Services related to Customer Data maintenance and back-up).

5.4 HYDRAJAWS will use reasonable measures to keep secure and confidential within the HYDRAJAWS Group the Customer Data stored by HYDRAJAWS as part of the Dashboard Service. The Customer acknowledges and agrees that electronic transmissions are never completely private or secure and that any message or information sent or received using the Dashboard Service may be read or intercepted by others.

5.5 HYDRAJAWS will treat the Customer Data as confidential within the HYDRAJAWS Group, but this obligation will not apply to Customer Data which:

5.5.1 is public knowledge at the Agreement Date or subsequently becomes public knowledge through no act or failure to act on the part of HYDRAJAWS;

5.5.2 HYDRAJAWS can show by written records was known to it at the time of receipt and is not the subject of any restriction on disclosure imposed by a third party;

5.5.3 is disclosed to HYDRAJAWS by a third party without restriction and without breach of this Agreement by HYDRAJAWS;

5.5.4 HYDRAJAWS can show by written records has been independently developed by HYDRAJAWS;

5.5.5 is released without restriction by the Customer to anyone; or

5.5.6 is disclosed by HYDRAJAWS with the Customer's prior written consent.

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5.6 Both parties will comply at all times with the General Data Processing Regulations ('GDPR') in relation to any processing of personal data.

5.7 Where HYDRAJAWS is processing personal data on behalf of the Customer, HYDRAJAWS will:

5.7.1 only act on the written instructions of the Customer (unless required by law to act without such instructions);

5.7.2 ensure that people processing the data are subject to a duty of confidence;

5.7.3 take appropriate measures to ensure the security of processing;

5.7.4 only engage a sub-processor with the prior consent of the Customer and a written contract;

5.7.5 assist the Customer in providing subject access and allowing data subjects to exercise their rights under the GDPR;

5.7.6 assist the Customer in meeting its GDPR obligations in relation to the security of processing, the notification of personal data breaches and data protection impact assessments;

5.7.7 delete or return all personal data to the Customer as requested at the end of the contract; and

5.7.8 submit to audits and inspections, provide the Customer with information it needs reasonably required to ensure that both the Customer and HYDRAJAWS are meeting their obligations under Article 28 of the GDPR.

5.8 Nothing within this Agreement relieves the Contractor of its own direct responsibilities and liabilities under the GDPR.

6. Hydrajaws' Obligations

6.1 While HYDRAJAWS will endeavour to have the Hydrajaws Dashboard Service available, HYDRAJAWS:

6.1.1 does not warrant that the the HYDRAJAWS Dashboard Services (or the content on it or the Customer Data) will be always available or uninterrupted or error-free; or that the HYDRAJAWS Dashboard Services, and/or the information obtained by the Customer (or any Customer) through the HYDRAJAWS Dashboard Services will meet the Customer's requirements; and

6.1.2 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, without limitation, the internet, and the Customer acknowledges that the HYDRAJAWS Dashboard Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

6.2 HYDRAJAWS may suspend, withdraw, discontinue or change all or any part of the HYDRAJAWS Dashboard Service without notice. Subject to the other terms in this Agreement, HYDRAJAWS will not be liable to Customer if for any reason the HYDRAJAWS Dashboard Service is unavailable at any time or for any period.

7. Customer's Obligations

7.1 The Customer shall provide HYDRAJAWS with access to Customer Data, security access information and configuration information as reasonably required for HYDRAJAWS to provide the HYDRAJAWS Dashboard Services.

7.2 The Customer shall:

7.2.1 comply with all applicable laws and regulations with respect to its activities under this Agreement;

7.2.2 carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, HYDRAJAWS may adjust any agreed timetable or delivery schedule as reasonably necessary;

7.2.3 ensure that the Users use the HYDRAJAWS Dashboard Services in accordance with the terms and conditions of this agreement and shall be responsible for any User's breach of this Agreement;

7.2.4 obtain and shall maintain all necessary licences, consents, and permissions necessary for HYDRAJAWS, its contractors and agents to perform their obligations under this Agreement, including without limitation the HYDRAJAWS Dashboard Services;

7.2.5 ensure that its network and systems comply with the relevant specifications provided by HYDRAJAWS from time to time.

7.3 The Customer accessing the Online Software, shall each be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to HYDRAJAWS' 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.

8. Charges and Payment

8.1 The Customer shall pay the Dashboard Fees to HYDRAJAWS for the HYDRAJAWS Dashboard Service in accordance with the Dashboard Schedule.

8.2 Unless otherwise set out in the Dashboard Schedule, the Customer will provide HYDRAJAWS with valid credit card details for payment of Dashboard Fees. The Customer will keep these details up to date and complete and will ensure that HYDRAJAWS has details of a valid credit card at all times. The Customer authorises Hydrajaws to bill this credit card for the Dashboard Fees.

8.3 If HYDRAJAWS do not receive payment within 7 days after the due date, HYDRAJAWS may (without prejudice to our other rights and remedies) without liability to you be under no obligation to provide any or all of the Dashboard Service while the Dashboard Fees remain unpaid and HYDRAJAWS reserves the right to suspend access to the Dashboard Service while Dashboard Fees remain unpaid.

8.4 The Parties may agree (as set out in a schedule to this Agreement) that HYDRAJAWS will supply certain services to customise the Customer's instance of the HYDRAJAWS Dashboard Service subject to additional payment of HYDRAJAWS' fees for such work.

8.5 The Customer will also pay HYDRAJAWS for any services provided by HYDRAJAWS around decommissioning the Dashboard Service, extracting data and/or transfer to another Dashboard provider and/or any other services associated with termination of the Services. The charges for services under this clause 8.3 will at the then current day rates applied by HYDRAJAWS.

8.6 HYDRAJAWS shall be entitled to increase the Dashboard Fees, and/or the excess storage and bandwidth fees payable provided HYDRAJAWS give at least 30 days written notice of such increase to become effective on renewal of the HYDRAJAWS Dashboard Services.

9. Proprietary Rights

9.1 The Customer acknowledges and agrees that HYDRAJAWS and/or its licensors own all intellectual property rights in the HYDRAJAWS Dashboard Services. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyright, database right, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licences in respect of the HYDRAJAWS Dashboard Services.

10. Term and Termination

10.1 This Agreement will commence upon the signature of both Parties and will continue unless terminated by either Party in accordance with Clause 10.2.

10.2 Either Party may terminate this Agreement in writing as follows:

10.2.1 on 3 months written notice to the other Party;

10.2.2 forthwith if the other Party commits a material breach of this Agreement which has not been remedied after 28 days written notice of the breach (such notice expressly referring to possible termination of this Agreement);

10.2.3 forthwith if the other Party enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (being a corporation) if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction), or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole, or any part of, the other Party's undertaking or assets or there are reasonable grounds for anticipating the occurrence of any of these events within the foreseeable future.

10.3 Termination of this Agreement, however arising, will be without prejudice to the rights and duties of either Party accrued prior to termination. Those clauses of this Agreement which are expressly or impliedly intended to continue after termination shall continue in effect after termination.

11. Liability

11.1 Notwithstanding any other provisions in this Agreement, nothing in this Agreement shall exclude or limit either Party's liability for the following:

11.1.1 death or personal injury resulting from negligence;

11.1.2 fraud or statements made fraudulently;

11.1.3 any other acts or omissions for which the governing law prohibits the exclusion or limitation of liability.

11.2 Subject to the limitations set out in Clause 11.4, HYDRAJAWS' liability for a breach of this Agreement or negligence or any other claim in connection with this Agreement shall include liability for total failure of

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consideration given by HYDRAJAWS.

11.3 Save as provided in Clauses 11.1 and 11.2, HYDRAJAWS shall not be liable for any loss of profit, loss of business, loss of goodwill, loss of savings, loss of anticipated savings, indirect loss or consequential loss whatsoever and howsoever caused (even if caused by HYDRAJAWS' negligence and/or breach of contract and even if HYDRAJAWS was advised that such loss would probably result).

11.4 Subject to Clauses 11.1 and 11.2, HYDRAJAWS' total liability for any claims, losses, damages or expenses whatsoever and howsoever caused (even if caused by HYDRAJAWS' negligence and/or breach of contract) shall be limited for each event or series of linked events as follows:

11.4.1 in relation to liability arising out of a breach or negligence in connection with this Agreement to a maximum sum equal to the greater of (i) 150% of the Dashboard Fees (including applicable VAT) actually paid by the Customer to HYDRAJAWS during the last 12 months of the Agreement, or (ii) £1,000; or

11.4.2 in relation to liability outside the scope of Clause 11.4.1 to £1,000.

12. General

12.1 Any failure or delay by either Party in the performance of its obligations pursuant to this Agreement which is due to a force majeure event will not be deemed a default of this Agreement or a ground for termination provided that the affected Party notifies the other within 5 days of becoming aware of such an event. If the force majeure event continues for a period exceeding 60 days, the affected Party shall have the right to terminate to this Agreement immediately or written notice to the other Party.

12.2 Any change to this Agreement will only be effective where this has been recorded in writing and signed by authorised representatives of both Parties.

12.3 Each Party acknowledges that this Agreement contains the whole agreement between the Parties in respect of its subject matter and supersedes all prior arrangements, agreements and understandings

between them relating to the subject matter. Any conditions of purchase or similar terms set out in a purchase order by the Customer shall be of no effect.

12.4 The Customer shall not assign or transfer any of its rights or obligations under this Agreement. HYDRAJAWS will be free to use subcontractors to undertake any part or the whole of this Agreement in line with good industry practice.

12.5 Any notice required or permitted to be given by either Party to the other under this Agreement shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice.

12.6 Save for the HYDRAJAWS Group under clause 5.2, the Parties agree that nothing in this Agreement shall be construed as conferring any benefit on a third party and the Contract (Rights of Third Parties) Act 1999 is expressly excluded from applying to this Agreement.

12.7 This Agreement is governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.