

Luminate Electronics Ltd.

OCULi Terms & Conditions of Sale & Use

1: Definitions and Interpretation

Supplier	Luminate Electronics Ltd.
Distributor	Approved customer of Luminate Electronics Ltd.
End User	The end user of OCULi
Service	The cloud-based security services provided by Luminate Electronics Ltd.
Uptime	The normal, fully functional availability of the Services and all components thereof
Downtime	The non-availability of the Service
Problem Report	Message send to the Technical Support team of the Supplier via email or telephone between 9am to 5pm, Monday to Friday
Confidential Information	Information disclosed to either Party in connection with this Agreement
Intellectual Property Rights	Any patents, rights, inventions or designs, trademarks, trade and business names, copyright, moral rights, rights in databases, domain names, rights in information and all other similar or equivalent rights.

2: Terms and Nature of the Agreement

- a. The following Agreement is made IN ADDITION to Luminate Electronics Terms and Conditions of Sale and refer to sales of OCULi. This Agreement comes into force once OCULi has been invoiced to the Distributor or End User.
- b. The Supplier reserves the right to review this document from time to time as part of its due diligence processes. Any modifications will be made available online in a clear and concise manner.
- c. The End User agrees to the Terms and Conditions by default upon purchase of the OCULi unit.
- d. This Agreement is personal between the Parties and neither Party may assign, mortgage or charge any of its rights or sub-contract or delegate any of its obligations without the written consent of the other Party.
- e. The Parties agree that in the event one or more of the provisions of this Agreement is found to be unlawful, invalid or unenforceable, those provisions shall be deemed severed from the remainder of the Agreement. The remainder of this Agreement shall be valid and enforceable.
- f. This Agreement (including any associated non-contractual matters) shall be governed by, and construed in accordance with, the laws of England and Wales.
- g. Any dispute, controversy, proceedings or claim between the Parties relating to this Agreement (including any associated non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

3: Supplier's Obligations

- a. The Supplier shall provide the Distributor / End User with such information and advice in connection with the operational functions of OCULi.
- b. The Supplier shall be responsible for ensuring that it complies with all statutes, regulations, byelaws, codes of conduct and any other rules relevant to the provision of the Service.

4: Distributor / End User's Obligations

- a. It is the responsibility of the Distributor / End User to ensure that any computer, smart phone or tablet is data compatible and enabled in order to view event footage.
- b. Any problem / fault pertaining to the performance of OCULi must be reported to the Supplier within 3 working days of the fault occurring. Upon reporting problems to the Supplier, the Distributor / End User will provide full details of the fault being experienced including identification of the equipment involved, site details, user details and applications being used.
- c. The Distributor / End User undertakes to keep abreast of the Supplier's news announcements via email, website and social media platforms so they are fully conversant with upgrades and features.

5: Tariff and Payments

- a. The Distributor / End User shall pay Fees to the Supplier on a monthly basis. Direct Debit details are handled by Go Cardless. To learn more about Go Cardless and their privacy policies, visit www.gocardless.com. Direct Debit details must be provided via the Go Cardless platform before the SIM can be assigned to the appropriate oculi.online account. Tariff details are available in the web portal or in the OCULi instructions.
- b. All SIMS provided are intended for use in conjunction with OCULi only. SIMS provided cannot be used for call charging or any other mobile service. If we reasonably suspect that the SIM is being used in any other capacity than that for which it is provided, we reserve the right to impose further charges or de-activate the SIM card at any time, having attempted to contact you first.
- c. If either Party fails to pay on the due date any amount which is payable to the other pursuant then, without prejudice the Supplier reserves the right to temporarily or permanently suspend the service.
- d. The Supplier accepts no responsibility for the Distributor / End User choosing an insufficient tariff. Guidance may be given by the Supplier, however the ultimate responsibility for the chosen tariff lies with the Distributor / End User.
- e. Should the Distributor / End User exceed their data allowance, the Supplier reserves the right to amend the Direct Debit accordingly to cover the excess charges. The Supplier will alert the Distributor / End User to this change using the email address provided in the Go Cardless platform.

6: Provision of the Service

- a. The Customer shall ensure that they have an adequate 3G signal as poor reception will inhibit the performance of OCULi.
- b. The Supplier shall use reasonable endeavours to ensure an Uptime rate of 100%, however, SIMS provided use the GSM network and as such may experience connectivity issues from time to time due to a number of factors outside of the Supplier's control.
- c. For the purposes of this Agreement, Downtime refers to one of more whole periods of 15 minutes commencing upon the submission by the Distributor / End User of a Problem Report informing the Supplier of the non-availability of the Service.
- d. In the event that the Services are unavailable for a period exceeding 48 hours in a one-month period, the Distributor / End User shall have the right to terminate this Agreement in accordance with the Termination section of this Agreement.

- e. Termination of this Agreement shall NOT apply to any Downtime which results from:
- Scheduled Service Downtime
 - Failure of the Distributor / End User's own hardware, network, software or software configuration
 - Failure by the Distributor / End User, its employees, subcontractors, agents or other similar third parties to comply with any reasonable instructions issued by the Supplier.
 - Problems which are beyond the reasonable control of the Supplier including, but not limited to, internet service provider failure, SIM card failure, mobile network failure and other matters arising - see Force Majeure.

7: Scheduled Service Downtime

- a. The Supplier may, occasionally, require Scheduled Service Downtime in order to perform maintenance / upgrades on the computer network and infrastructure.
- b. The Supplier shall use all reasonable endeavours to ensure that any Scheduled Service Downtime causes minimal disruption to the Service and is as brief as reasonably possible.
- c. The Supplier will make all reasonable efforts to inform the Distributor / End User of any period of Scheduled Service Downtime and the estimated duration.
- d. The Supplier will make all reasonable efforts to perform maintenance and upgrades without incurring any Scheduled Service Downtime.

8: Confidentiality

- a. Each Party undertakes it shall at all times, during the life of this Agreement and for 12 months after its termination, to keep private all Confidential Information.
- b. Each Party agrees not to use Confidential Information for any purpose other than outlined in this Agreement.
- c. Either Party MAY disclose Confidential Information to a sub-contractor or supplier of that Party, to an authority or regulatory body or to an employee or officer connected with the above.

9: Intellectual Property Rights

- a. The Supplier will not acquire ownership of any Intellectual Property Rights in any material belonging to the Distributor / End User which may be required to be stored on the Service.
- b. The Distributor / End User agrees to fully indemnify the Supplier against any and all costs, expenses, liabilities, losses, damages, claims and judgements that the Supplier may incur or be subject to as a result of the infringement of any Intellectual Property Rights belonging to any third party arising out of the Distributor / End User's failure to obtain the necessary rights and permissions from third parties in relation to any material or Intellectual Property Rights owned by such third parties.

10: Termination

- a. Either Party may terminate this Agreement by giving to the other no less than one month's written notice, or by any method agreed by the parties under separate contract.
- b. Termination of this Agreement may be given if:
- Any sum owing to that Party by the other Party under this Agreement is not paid within one month of the due date for payment.
 - The other Party commits any material breach of any of the provisions of this Agreement, and if possible, fails to remedy it within one month after being given written notice giving full details of the breach and the action required to remedy.
 - An Encumbrancer or Official Receiver is appointed.
 - The other Party makes any voluntary arrangement with its creditors or is subject to an administration or bankruptcy order.
 - Control of the other Party is acquired by any person or persons not having control of that Party on the date of this Agreement.
- c. The right to terminate this Agreement shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- d. Upon termination of this Agreement for any reason, any sum owing by either Party to the other Party shall become immediately due and payable and neither Party shall be under any further obligation to the other.
- e. The Supplier shall forthwith remove any and all information belonging to and pertaining to the Distributor / End User from its computer systems.
- f. Each Party shall forthwith cease to use any Confidential Information and shall forthwith return to the other Party any documents in its possession or control which contain or record any Confidential Information.
- g. If a SIM contract has been entered into, it is the responsibility of the Distributor / End User to cancel it. The Supplier is not responsible for any SIM contract that the Distributor / End User has entered into, nor are they responsible for any SIM charges or cancellation fees.

11: Returns

- a. No return of goods which are not defective will be accepted without a returns reference from Luminite. This must be obtained within 14 days from date of invoice. Such returns to be sent carriage paid and a handling charge of 15% will be deducted from the credit issued. The cost of the 2 x 3.6v lithium batteries will not be credited and these should be retained by the customer. If a SIM contract has been entered into, it is the responsibility of the Distributor / End User to cancel it.

12: Liability and Indemnity

- a. Without prejudice and except as expressly provided in this Agreement, neither Party shall be liable or responsible to the other in contract, tort or otherwise for any loss of revenue, business, contracts, anticipated savings or profits or any loss of use of facilities, or any indirect or consequential loss howsoever arising. For the purposes of this Agreement, 'anticipated savings' means any expense which either Party expects to avoid incurring or to incur to a lesser degree than would otherwise have been the case by reason of the use of the Services provided by the Supplier under this Agreement.
- b. The Supplier, nor its Partners do not provide compensation for connectivity issues or third-party failures, whatever the reason. The Distributor / End User must therefore implement commensurate risk management strategies to ensure they have the necessary backup systems and resources to manage and survive such failures. These Conditions also apply to any repaired or replacement units issued by the Supplier.

13: Force Majeure

- a. Neither Party to this Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.