

SOFTWARE AS A SERVICE AGREEMENT
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THE FOLLOWING TERMS AND CONDITIONS GOVERN THE USE OF THE SERVICES PROVIDED BY REMOTE MEDIA LIMITED AND CONTAIN SIGNIFICANT RESTRICTIONS AND LIMITATIONS ON RIGHTS AND REMEDIES, AND CREATE OBLIGATIONS ON ANYONE WHO ACCEPTS THIS AGREEMENT. THEREFORE, YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE AGREEING TO THESE TERMS.

REMOTE MEDIA LIMITED USER AGREEMENT:

BY CLICKING THE "I ACCEPT" CHECKBOX DISPLAYED AS PART OF THE SIGNAGELIVE NETWORK (as defined below) OR LICENCE REGISTRATION PROCESS, YOU AGREE TO THE FOLLOWING TERMS AND CONDITIONS WHICH CONSTITUTE A LEGALLY ENFORCEABLE SOFTWARE AS A SERVICE ("SaaS") AGREEMENT (THE "AGREEMENT") GOVERNING YOUR USE OF THE SIGNAGELIVE ONLINE SERVICE ENABLING THE UPLOAD, SCHEDULING AND DEPLOYMENT OF MEDIA CONTENT TO SIGNAGELIVE PLAYERS CONNECTED TO THE SIGNAGELIVE ONLINE SERVICE VIA THE INTERNET, PROVIDED BY REMOTE MEDIA LIMITED (THE "PROVIDER").

THE "CUSTOMER" WITH WHOM PROVIDER IS CONTRACTING IS EITHER:-

- I. THE COMPANY OR OTHER LEGAL ENTITY ON WHOSE BEHALF YOU ARE ENTERING INTO THIS SaaS AGREEMENT AND YOU REPRESENT THAT YOU HAVE THE COMPLETE AUTHORITY TO ENTER INTO THIS SaaS AGREEMENT ON BEHALF OF SUCH ENTITY; OR**
- II. THE INDIVIDUAL ENTERING THIS AGREEMENT ON ITS OWN BEHALF AND, IF YOU ARE USING THE SERVICE AS AN INDIVIDUAL, YOU REPRESENT THAT YOU ARE OVER THE AGE OF 18.**

CUSTOMER WILL BE GIVEN A UNIQUE ACCOUNT BY PROVIDER AND CUSTOMER IS RESPONSIBLE FOR ITS USE OF THE SERVICE (as defined below) AND FOR ALL USE OF ITS ACCOUNT BY EACH USER USING THE ACCOUNT TO ACCESS.

IF YOU DO NOT HAVE THE REQUISITE AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT USE THIS SERVICE.

Customer's acceptance of this Agreement will enable Customer to access the Service and a single licence will then be allocated to each signagelive player through which Customer accesses the Service. The fees for using signagelive are calculated per individual player connected to the Service and issued with a unique licence number. Fees are payable per annum per licensed player in accordance with the pricing provided by the Provider or its Resellers and Partners.

NOW IT IS AGREED as follows:

1. Definitions and construction

1.1. In this Agreement the following expressions shall apply:

- 1.1.1 "Commencement Date" means the date on which Customer first accesses the Service by connecting a device to the Website.
- 1.1.2 "Confidential Information" means information relating to one party or its agents (the "Disclosing party") and/or the business carried on or proposed or intended to be carried on by the Disclosing party and which is made available in connection with this Agreement to the other party (the "Receiving party") (or its agents) by the Disclosing party (or its agents) or which is recorded in agreed minutes following oral disclosure to the Receiving party and any other information which is otherwise made available by the Disclosing party (or its agents) to the Receiving party (or its agents), whether before, on or after the date of this Agreement, including any information, analysis or specifications derived from, containing or reflecting such information.
- 1.1.3 "Customer Data" means all data processed by Provider or provided to Provider for processing or otherwise processed as part of the Services including, but not limited to, data generated by the Website from visitor input.
- 1.1.4 "Customer Equipment" means the hardware and software which Customer is required to have in use in order to use and enable the Services to be provided in accordance with this Agreement.
- 1.1.5 "Customer's Representative" means an individual appointed by Customer to represent it in relation hereto whose name shall be notified to Provider.
- 1.1.6 "Downtime" means a period during Hosted Application Hours during which there is total loss of the Services.
- 1.1.7 "Extension Period" means a period of time after the Initial Period or after a previous Extension Period during which the provision of the Services is to continue, each such Extension Period to be equal in duration to the Initial Period unless the parties agree a longer period.
- 1.1.8 "Extension Service Fee" means the fee for an Extension Period as prescribed in Clause 4 and set by Provider or Provider's Representative.
- 1.1.9 "Hosted Applications" means the software applications set out in Schedule 1 which Provider uses to provide the Services.

- 1.1.10 "Hosted Application Hours" means the hours during which the Services are to be provided as set out in Schedule 1. References to "hour(s)" and "minute(s)" in this Agreement will, unless otherwise indicated, be taken only to refer to the elapse of time during Hosted Application Hours.
- 1.1.11 "Initial Period" means the period of 12 months commencing on the Commencement Date.
- 1.1.12 "Intellectual Property Rights" means all copyrights, patents, database rights, registered and unregistered design rights, trademarks and service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidence and other intellectual and industrial property rights in all parts of the world and for the full term thereof including all rights to renew the same.
- 1.1.13 "Month" means a calendar month and "monthly" shall be construed accordingly.
- 1.1.14 "Outage" means an instance of Downtime.
- 1.1.15 "Provider's Representative" means a company or individual appointed by Provider to sell the Services of Provider.
- 1.1.16 "Service Fee" means the fee which covers the provision of the Services for the Initial Period set by Provider or Provider's Representative and payable annually in advance per signagelive player with a unique licence code allocated to each signagelive player connected to the signagelive online service. Additional signagelive licences can be purchased and added as and when required to expand the number of signagelive players connected to a signagelive network. In addition, extensions to existing signagelive players can be purchased at any time to extend the period of service beyond the initial purchased period. Service Fees are to be paid to signagelive through Remote Media's authorised Distributors, Strategic Partners and Resellers.
- 1.1.17 "Service Interruption" means a period during Hosted Application Hours during which there is partial loss of the Services.
- 1.1.18 "Service Levels" means the levels of performance to which the Services are to be provided to Customer by Provider as set out in Schedule 2.
- 1.1.19 "Services" means the provision of the Signagelive services, details of which are set out in Schedule 2.

- 1.1.20 "Signagelive Licence" means a unique 16-character licence allocated to a single signagelive player allowing use of the signagelive services for the initial period purchased. Extensions to the initial signagelive licence can be purchased and a new 16-character licence will be provided with instructions required to attach the signagelive licence extension to the initial signagelive licence purchased.
- 1.1.21 "Signagelive Network" means one or more networks created by a signagelive user within the signagelive service to enable the grouping of signagelive players and management of media content.
- 1.1.22 "System" means the Hosted Applications and Provider hardware as the same operate together in the provision of the Services.
- 1.1.23 "System Management Regulations" means regulations introduced by Provider from time to time for the better management of the Services and which may include (but are not limited to):
 - 1.1.23.1 defining minimum specifications for equipment used by Customer to interface with the Services (including, but not limited to, routers, firewalls and PC's);
 - 1.1.23.2 regulations to ensure that the network through which the Services are provided are not overloaded and that the security and integrity of the network is maintained and including regulations which arise from the need to comply with regulations of any data centre facility engaged by Provider in connection with the Services; and
 - 1.1.23.3 regulations to ensure that any database or other applications which form part of the Services are used to the best effect and within their capacities.
- 1.1.24 "Term" means the effective term of this Agreement.
- 1.1.25 "Tolerances" means instances of diminution of or interruption to the Service Levels as set out in Schedule 2 and which are to be disregarded from the point of view of establishing whether Provider has fallen below those performance levels or breached any provision of this Agreement.
- 1.1.26 "User" means an individual employee or contractor working for Customer who accesses the Services.
- 1.1.27 "Website" means www.signagelive.com.

2. Provision of Services and Licences

- 2.1. Provider agrees with effect from the Commencement Date in consideration of the payment of the Service Fee (and any Extension Fees) by Customer to supply the Services on a non-exclusive basis upon the terms and conditions of this Agreement.
- 2.2. Customer acknowledges that Provider may at any time, and without notice, incorporate licence management software into the Hosted Applications for the purposes of ensuring that licence rights are not exceeded.

3. Duration

- 3.1 This Agreement shall commence on the Commencement Date and shall (subject to the payment of the Service Fee and the provisions for termination set out in this Agreement) continue for the Initial Period and thereafter (subject to payment of the Extension Fee(s)) for Extension Period(s) unless terminated in accordance herewith.
- 3.2 If either party wishes to terminate this Agreement, it must give at least 60 days' written notice thereof to the other party such notice to expire at the end of the Initial Period or of any Extension Period.

4. Service Fee

- 4.1. The Service Fee will be communicated by Provider or Provider's Representative to Customer as soon as possible after the Commencement Date. In consideration of the provision of the Services, Customer undertakes to pay to Provider or Provider's Representative the Service Fee for the Initial Period and Extension Fees in respect of any Extension Periods. If such fees are not paid in accordance with the provisions hereof and any additional terms of payment communicated to Customer by Provider or Provider's Representative, all further access to the Signagelive Network will be blocked without notice.
- 4.2. In consideration of the provision of any other services provided by Provider or Provider's Representative to Customer, Customer shall pay additional fees based on Provider's or Provider's Representative then current charging rates
- 4.3. Provider or Provider's Representative shall send to Customer an invoice in respect of the Service Fee and any Extension Fees annually in advance unless the preceding Extension Period is greater than a year in duration in which case the invoice for the Extension Fee shall be sent prior to the expiry of the then current Extension Period.

- 4.4. All invoices are payable within the terms specified in the invoice by Provider or Provider's Representative after the date thereof unless otherwise agreed in writing.
- 4.5. Provider or Provider's Representative shall be entitled to charge the other interest in respect of the late payment of any sums due under this Agreement (as well after as before judgement) on a daily basis at the rate of 3 per cent per annum above the base rate from time to time of Barclays Bank plc from the due date therefor until payment.
- 4.6. Provider or Provider's Representative shall be entitled to increase the Extension Fee with effect from the third anniversary and every subsequent anniversary of the Commencement Date by giving at least 60 days' prior written notice to Customer. Such increase measured as a percentage of the then current Extension Fee shall not exceed 10% percent.

5. Service Levels

- 5.1. Provider undertakes with Customer that the Services and each component thereof will, subject to the Tolerances, Clauses 7.3, 8 and 13, be provided to the levels of performance specified in the Service Levels save where otherwise expressly provided for by this Agreement.
- 5.2. The Service Levels do not apply to any supplemental services provided by Provider or to any of the Services that expressly exclude the Service Levels (as stated in the specification sheet for such Services).
- 5.3. Subject to the Tolerances, Clauses 7.3, 8 and 13, in the event that Customer experiences any interruption to the Services or degradation of the Services such that Provider has failed to meet the Service Levels to the degrees set out in Schedule 2, Provider will, upon Customer's request, credit Customer's account as set out in Schedule 2 in full and final settlement of any claim that Customer might have in respect thereof.
- 5.4. Subject to the Tolerances, Clauses 7.3, 8 and 13, Customer may terminate this Agreement for cause and without penalty by notifying Provider in writing within five (5) days following the end of a month in which a catastrophic event for which Provider was responsible caused Downtime for more than 7 consecutive days during the month. Such termination will be effective thirty (30) days after receipt of such notice by Provider.

6. Outages, Service Interruptions and Changes to Services

- 6.1. Outages or Service Interruptions may be made by Provider when in its

reasonable opinion they are necessary to facilitate improvements to or maintenance of the Services. Provider will use reasonable endeavours to minimise the Outages or Service Interruptions that may result.

- 6.2. If Outages or Service Interruptions are required under Clause 6.1 (“Scheduled Interruptions”), Provider will endeavour to schedule Scheduled Interruptions so as to minimise impact on the Services and will notify Customer of the anticipated commencement time of the Scheduled Interruption and its estimated duration.
- 6.3. Customer requested interruptions (including, but not limited to, request for an application server to be re-booted) will be fulfilled but will not be considered a break in service, and will not be a factor when calculating breaches of the Service Levels for any purpose or give rise to any liability on the part of Provider. Customer is required to request such interruptions via Customer support number listed in Schedule 2. This type of request will require a minimum notice period of ½ hour.
- 6.4. Provider shall provide initial notice to Customer’s Representative by telephone, e-mail, pager or comparable notification service within ½ hour of Provider becoming aware of an event that has caused or may cause an unscheduled Outage. In the event Customer first becomes aware of such event, Customer shall promptly provide initial notice to Provider via customer support number listed in Schedule 2. Status reports about the event will continue at ½ hour intervals until either the event has been resolved or Provider and Customer have agreed a course of action that does not require continued notification.

7. Warranties and indemnities

- 7.1. Provider warrants to and undertakes with Customer that:
 - 7.1.1 Provider will use its reasonable efforts to provide the Services and to exercise reasonable care and skill and in accordance with the terms of this Agreement;
 - 7.1.2 Provider has full right power and authority to provide the Services to Customer in accordance with the terms of this Agreement; and
 - 7.1.3 Provider has all requisite registrations under UK data protection legislation will maintain such registrations throughout the Term and will comply with the provisions of such legislation.
- 7.2. Except for the express warranties set forth in this Clause 7, the Services are provided on an “as is” basis, and Customer’s use of the Services is at its own

risk. Provider does not make, and hereby disclaims, any and all other express and/or implied warranties, statutory or otherwise, including, but not limited to, warranties of merchantability, fitness for a particular purpose and any warranties arising from a course of dealing, usage, or trade practice. Provider does not warrant that the Services will be uninterrupted, error-free, or completely secure.

- 7.3. Provider does not and cannot control the flow of data to or from its network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or omissions of such third parties can impair or disrupt connections to the Internet (or portions thereof). Although Provider will use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, Provider cannot guarantee that such events will not occur. Accordingly, Provider disclaims any and all liability resulting from or related to such events.

8. Customer Obligations and Warranties.

- 8.1. Customer undertakes at all times during the Term to comply with all current System Management Regulations. Provider shall give not less than 14 days' written notice to Customer of additions and changes to System Management Regulations.
- 8.2. In the event that Customer is in breach of any of its obligations under this Agreement, then:-
 - 8.2.1 Provider can not be held responsible should the Services fail to comply with the Service Levels as a result (directly or indirectly) of such Customer breach and no service credits will accrue on account thereof;
 - 8.2.2 Provider or Provider's Representative shall be entitled to charge Customer for staff time engaged on rectifying any resulting problems at Provider's standard charge rates for the time being; and
 - 8.2.3 Provider may without any liability in respect thereof terminate or suspend support in relation to the Services without prejudice to any pre-existing rights and obligations of either party.
- 8.3. Customer represents, warrants and undertakes that:
 - 8.3.1 it has and shall during the Term have the legal right and authority to place and use and have used any of its equipment as contemplated under this Agreement;

- 8.3.2 it will use the Services only for lawful purposes and in accordance with this Agreement; and
 - 8.3.3 any software, data, equipment or other materials provided by Customer to Provider or employed by Customer in its use of or receipt of the Services shall not infringe any Intellectual Property Rights of any third party and shall not be obscene or defamatory of any person and shall not violate the laws or regulations of any state which may have jurisdiction over such activity.
- 8.4. In the event of any breach of any of the foregoing representations or warranties, in addition to any other remedies available at law or in equity, Provider will have the right to suspend immediately any related Services if deemed reasonably necessary by Provider to protect the proper interests of Provider or its other customers. If practicable and depending on the nature of the breach, Provider may (in its absolute discretion) give Customer an opportunity to cure. In such case once Customer has cured the breach, Provider will promptly restore the Service(s).

9. Limitation of liability

- 9.1. Neither Provider nor Provider's Representative shall be liable for any loss or damage of whatsoever nature suffered by Customer arising out of or in connection with any act, omission, misrepresentation or error made by or on behalf of Customer or arising from any cause beyond Provider's or Provider's Representative's reasonable control.
- 9.2. Neither Provider nor Provider's Representative shall be liable for any indirect loss, consequential loss, loss of profit, revenue, data or goodwill howsoever arising suffered by Customer or for any wasted management time, failure to reconstitute data, failure to make anticipated savings or liability of Customer to any third party arising in any way in connection with this Agreement or any maintenance or other agreement entered into between Customer and Provider or for any liability of Customer to any third party or otherwise whether or not such loss has been discussed by the parties pre-contract or for any account for profit, costs or expenses arising from such damage or loss.
- 9.3. Customer accepts that neither Provider nor Provider's Representative is in any way liable for any virus or other contaminants which enter Customer's email system or computer network via use of the Service.
- 9.4. None of the Clauses above shall apply so as to restrict liability for death or personal injury resulting from the negligence of Provider or its appointed

agents.

- 9.5. No matter how many claims are made and whatever the basis of such claims, Provider's maximum aggregate liability to Customer under or in connection with this Agreement or any other agreement between the parties or any software related to this Agreement, in respect of any direct loss (or any other loss to the extent that such loss is not excluded by Clauses 9.1-9.4 above or otherwise) whether such claim arises in contract or in tort shall not exceed a sum equal to twice the Service Fee or Extension Fee applicable to the period when the claim is made.
- 9.6. Customer agrees that it is in a better position to foresee and evaluate any loss it may suffer in connection with this Agreement and that the Service Fee has been calculated on the basis of the limitations and exclusions in this Clause 9 and that Customer will effect insurance as is suitable having regard to its particular circumstances and the terms of this Clause 9.

10. Intellectual property rights

- 10.1. The parties hereby agree that Customer shall not acquire any Intellectual Property Rights whatsoever in respect of the Hosted Applications and in all materials created or originated by it in connection with or related to the provision of the Services hereunder.
- 10.2. Provider warrants that it has all necessary right, title or interest to enable Customer to use the Hosted Applications in accordance with this Agreement.

11. Termination

- 11.1. For the purposes of this Clause, the following events shall be deemed "acts of default":
 - 11.1.1 if Customer fails to pay any moneys due to Provider or Provider's Representative pursuant hereto within 7 days of the due date therefor;
 - 11.1.2 if a party commits any material breach of any term of this Agreement (other than one falling under Clause 11.1.1 above) and which, in the case of a breach capable of being remedied, shall not have been remedied within 14 days of a written request by the other party to remedy the same;
 - 11.1.3 if a party shall convene a meeting of its creditors or if a proposal shall be made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal for any other composition scheme or arrangement

with or assignment for the benefit of its creditors or if the other shall be unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or if a trustee, receiver, administrative receiver, administrator or liquidator or similar officer is appointed in respect of the other party or all or any part of its business or assets or if a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for the winding up of the other party or for the making of an administration order (otherwise than for the purpose of an amalgamation or reconstruction) or if any analogous step is taken in any jurisdiction.

11.2. If Customer commits an act of default then Provider may:

11.2.1 Forthwith suspend the provision of the Services hereunder (or any of them or any part of them) and no such suspension shall be deemed a breach of any term or provision of this Agreement or give rise to any service credits; or

11.2.2 Terminate this Agreement by notice in writing forthwith.

11.3. If Provider commits an act of default then Customer may terminate this Agreement by notice in writing forthwith.

11.4. Any termination of this Agreement for any reason shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

12. Confidentiality and Ownership of Customer Data

12.1. Subject to Clause 12.2, each of Provider and Customer hereby undertakes with the other to:

12.1.1 keep confidential all Confidential Information;

12.1.2 not without Customer's written consent disclose Customer Data in whole or in part to any other person save those of its employees agents and sub-contractors involved in the provision or receipt of the Services and who have, and to the extent that they have, a need to know the same.

12.2. The provisions of Clause 12.1 above shall not apply to the whole or any part of the Confidential Information to the extent that it is:

- 12.2.1 trivial or obvious;
 - 12.2.2 already in the other's possession without duty of confidentiality on the date of its disclosure;
 - 12.2.3 in the public domain other than as a result of a breach of this Clause; or
 - 12.2.4 to the extent that disclosure of such information may be required by any governmental agency or by operation of law and, in either such case, the party required to make such disclosure shall use reasonable endeavours to notify the other party of such requirement prior to making the disclosure.
- 12.3. Each of Provider and Customer hereby undertakes to the other to make all relevant employees agents and sub-contractors aware of the confidentiality of the information and the provisions of this Clause 12.
- 12.4. For the avoidance of doubt, all Customer Data shall remain at all times the exclusive property of Customer and may only be used by Provider in order to fulfil its obligations pursuant hereto.

13. Force majeure

- 13.1. Neither party hereto shall be liable for any breach of its obligations hereunder, except in respect of payment, resulting from causes beyond the reasonable control of the party in default (or its sub-contractors) including but not limited to act of God, war, insurrection, riot, civil commotion, Government regulation, embargo, explosion, strike, labour dispute, illness, flood, fire or tempest (an 'Event of Force Majeure'). Any time limit or estimate for a party to perform any act hereunder shall be suspended during an Event of Force Majeure.
- 13.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 13.3. If a default due to an Event of Force Majeure shall continue for more than 30 days then the party not in default shall be entitled to terminate this Agreement. Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure but such termination shall not affect any pre-existing rights or obligations of either party.

14. Waiver

The waiver by either party of a breach or default of any of the provisions of this Agreement by the other party shall not be construed as a waiver of any

succeeding breach of the same or other provisions nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other party.

15. Notices

Any notice, request instruction or other document to be given hereunder shall be delivered or sent by first class post, email or by facsimile transmission (such email or facsimile transmission notice to be confirmed by letter posted within 12 hours) to the address or to the facsimile number of the other party set out in this Agreement (or such other address or numbers as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered) at the time of delivery and (if sent by post) upon the expiration of 48 hours after posting and (if sent by facsimile transmission or email) upon the expiration of 12 hours after dispatch.

NOTICES TO	EMAIL	FACSIMILE NUMBER
Provider	support@signagelive.com	+44 (0) 871 236 9383
Customer		

16. Publicity

No announcement or information concerning this Agreement or any ancillary matter shall be made or released or authorised to be made or released in any advertising publicity promotional or other marketing activities by either of the parties without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

17. Invalidity and severability

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

18. Entire agreement

- 18.1. Subject to Clause 18.2, this written Agreement (including the Schedules) and any other expressly incorporated document constitute the entire agreement between the parties hereto relating to the subject matter hereof. In entering into this Agreement neither party has relied on any representation made by the other party unless such representation is expressly included herein. Nothing in this Clause 18.1 shall relieve either party of liability for fraudulent misrepresentations and neither party shall be entitled to any remedy for either any negligent or innocent misrepresentation except to the extent (if any) that a court, arbitrator or expert appointed under Clause 22 may allow reliance on the same as being fair and reasonable.
- 18.2. No change, alteration or modification to this Agreement shall be valid unless in writing and signed on behalf of both parties hereto.

19. Successors

This Agreement shall be binding upon and enure for the benefit of the successors in title of the parties hereto.

20. Assignment

Customer shall not be entitled to assign this Agreement nor all or any of its rights and obligations hereunder.

21. Sub-contracting

Provider shall be entitled to sub-contract the whole or any part of its obligations hereunder to any third party but shall remain liable as if it were performing the Services itself.

22. Disputes

- 22.1. All disputes or differences which shall at any time hereafter arise between Provider and Customer in respect of the construction or effect of this Agreement or the rights duties and liabilities of the parties hereunder or any matter or event connected with or arising out of this Agreement (a 'Relevant Event') shall be referred to such independent third party (the 'Third Party') as Provider and Customer shall jointly nominate.
- 22.2. If Provider and Customer shall fail to nominate a Third Party within 14 days of the date of occurrence of the Relevant Event then the Third Party shall be nominated at the request of either Provider or Customer by the President for

the time being of the British Computer Society.

- 22.3. The Third Party shall act as an expert and not as an arbitrator whose decision (including as to costs) shall, except in the case of manifest error, be final and binding upon Provider and Customer.

23. VAT

Save insofar as otherwise expressly provided all amounts stated in this Agreement are expressed exclusive of value added tax and any value added tax arising in respect of any supply made hereunder shall on the issue of a valid tax invoice in respect of the same be paid to the party making such supply by the party to whom it is made in addition to any other consideration payable therefore.

24. Law

This Agreement shall be governed by and construed in accordance with English law and (subject always to Clause 22) the parties submit to the exclusive jurisdiction of the courts of England and Wales.

SAAS SCHEDULE

N.B. UNLESS OTHERWISE STATED, ALL TIMES REFERRED TO IN THE SCHEDULES REFER TO THE FOLLOWING HOURS:

MONDAY	09:00 – 17:30
TUESDAY	09:00 – 17:30
WEDNESDAY	09:00 – 17:30
THURSDAY	09:00 – 17:30
FRIDAY	09:00 – 17:30

ALL TIMES GMT AND EXCLUDE UK PUBLIC HOLIDAYS

SCHEDULE 1

FEES

SERVICE FEE :-

THE SERVICE FEE COVERS THE PROVISION OF THE SERVICES FOR THE INITIAL PERIOD SET BY PROVIDER OR PROVIDER'S REPRESENTATIVE AND PAYABLE ANNUALLY IN ADVANCE PER SIGNAGELIVE PLAYER WITH A UNIQUE LICENCE CODE ALLOCATED TO EACH SIGNAGELIVE PLAYER CONNECTED TO THE SIGNAGELIVE ONLINE SERVICE. ADDITIONAL SIGNAGELIVE LICENCES CAN BE PURCHASED AND ADDED AS AND WHEN REQUIRED TO EXPAND THE NUMBER OF SIGNAGELIVE PLAYERS CONNECTED TO A SIGNAGELIVE NETWORK. IN ADDITION, EXTENSIONS TO EXISTING SIGNAGELIVE PLAYERS CAN BE PURCHASED AT ANY TIME TO EXTEND THE PERIOD OF SERVICE BEYOND THE INITIAL PURCHASED PERIOD. SERVICE FEES ARE TO BE PAID TO SIGNAGELIVE THROUGH REMOTE MEDIA'S AUTHORISED DISTRIBUTORS, STRATEGIC PARTNERS AND RESELLERS.

HOSTED APPLICATIONS:-

Signagelive – accessible through <http://www.signagelive.com>

HOSTED APPLICATION HOURS:-

The Hosted Applications will be available for Customer to connect to and use 24 hours/365 days per annum, subject to the exceptions detailed in Schedule 2 section 6 of this agreement.

SCHEDULE 2

SERVICES AND SERVICE LEVELS

PART I – SERVICES

1. Purpose and Scope

This document defines the specific services for Customer that Provider will provide and describes the Services to be provided all as more specifically described in this schedule below:

- a. Customer Support:
 - i) email support via suporte.signagelive@jbtec.com.br
 - ii) online support ticket registration form available from the support menu within the Hosted Application
 - iii) Via "live chat" with the application, during Customer Service Hours as set out below.
- b. Backup Services:
 - i) all Customer Data on the Hosted Application will be automatically be backed up daily.

2. Customer Service Hours

Customer service helpdesk, will be available to accept, and work on support calls received from Customer between the hours of 09:00am and 19:00pm Monday through Friday excluding Brazil Public Holidays. Times specified are São Paulo local Times. Emails may be sent to suporte.signagelive@jbtec.com.br

3. Online Availability

The Hosted Applications will be available to Customer for a minimum of **95%** of the Hosted Application Hours. The percentage of online availability will be calculated on a monthly basis, and will be a reflection of the availability of the Hosted Applications over the total number of "Hosted Application Hours" for the month.

4. Backups

4.1 Backup Frequency

Backup is a continual process with complete load balancing.

5. Recovery times for System Failures

Complete System Failure - where it is necessary to completely re-build the server - within 24 hours of the fault being first fully reported to Provider.

System failure - where a single element can be replaced with a functioning one, without the need to re-boot the server - within 4 Customer Service Hours of the fault being first fully reported to Provider.

6. Agreed Outages

6.1 Sever Operating System Patches & Upgrades

Server operating system patches and upgrades will only be applied to the server, should they be required to ensure continued support by the operating system vendor.

6.2 Application Upgrades

Hosted Application upgrades will only be applied to the server, should they be required to ensure continued support by the Hosted Application supplier or manufacturer.

6.3 Penalties incurred due to failure to meet terms of SLA – all subject to the Tolerances, Clauses 7.3, 8 and 13

6.3.1 Availability

Failure to sustain a 95% availability - 5% of the annual fee will be credited from the following years charges or future licences purchased.

6.3.2 Total System Failure

For each failure to recover from a total systems failure within 24 hours, 5% of the annual fee will be credited from the following year’s charges or future licences purchased. A total system failure is defined as the Hosted Application being unavailable through the provided login for a total continuous period of 24 hours.

6.3.3 Support Events

For each failure to meet the ‘Maximum Target Time of Plan for resolution or circumvention’ (as set out below), 5% of the monthly fee will be credited from following month's charges.

CUSTOMER SUPPORT

CUSTOMER SUPPORT RESPONSE TIMES

Provider shall provide the following response times to calls received via the following channels:

Notifications to Customer support submitted via Provider “Customer Support” web page, and emails sent to Provider Customer support email address will be responded to on a first come first serve basis of receipt subject to severity and except where application problems are handled as a priority over “how to” problems. Details of the incident and contact information will be taken from the submitted template, a service request will be raised, and the service request number will be returned to Customer in the response.

In each case, Provider will assign the appropriate level of priority and an appropriate support analyst to the service request, and Provider shall use its reasonable endeavours to ensure that work shall commence within the times specified in the table below.

Response	High Priority	Medium Priority	Low Priority
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The call will be addressed by support analyst within	20 minutes	40 minutes	60 minutes
Maximum target for provision of plan for resolution or circumvention	1 Day	2 Days	3 Days
Provision of Temporary Fix	A.S.A.P.	A.S.A.P.	A.S.A.P.
Provision of Permanent Fix	A.S.A.P.	A.S.A.P.	A.S.A.P.

A "Temporary Fix" is an acceptable temporary work around the issue which allows the Services to be provided without substantial degradation in performance. A temporary fix can include changing back to a previous version of software. Such a fix will only be implemented with the agreement of Customer's Representative.

A "Permanent Fix" is a permanent resolution of the issue which restores the Services to optimum level.

A.S.A.P. Means in such reasonable time as is physically and technically possible with due regard for the severity and complexity of the issue and the integrity of the solution.

Priority is a measure based on impact and severity as set out in the following section, and dictates the response that the event will receive.

Classification of Support Priorities

HIGH - A major issue which prevents the Hosted Application or a part thereof from being run and/or cripples the Hosted Application or a part thereof or causes severe performance degradation; causes a halt to the operation of important tasks by Customer or places the operation of such tasks at risk;

For example: inability to login to the Hosted Application or inability to update media content to connect and licensed signagelive players.

MEDIUM - A major problem with the running of the Hosted Application or any failure of the Hosted Application to perform in accordance with and provide the facilities, functions and capacity as set out in the relevant technical documentation provided by Provider;

For example: Loss of key reports resulting in information having to be sourced by other means.

LOW - A minor inconvenience which causes minor disruption to normal working;

For example: Not being able to change signagelive player records or add support information.

SUPPORT CALL IMPACT AND SEVERITY GUIDELINES

When Customer logs a support call with Provider, impact and severity will be assigned

to the call using the following guidelines and Provider’s reasonable discretion:

Impact :- the extent the problem would have on Customer’s business continuity (reflecting number of people affected)

Extent	Description
Single User	A single User is affected.
Functional group	A number of Users, grouped by business function are affected.
Geographical group	A number of Users, grouped by their geographical location are affected.
Organisation	All the Users within Customer's organisation are affected.

Severity :- how severely Customer’s business is impacted.

SEVERITY	DESCRIPTION	EXAMPLE
Unable to carry out business function	The problem prevents the User from performing its business function.	The Hosted Application is unavailable.
Major inconvenience	The problem allows User(s) to continue to perform their business function in a restrictive manner, and seriously reduces the efficiency of the User(s) within the business.	Unable to print reports.
Minor inconvenience	The User is able to perform its business function, but a matter has been identified which reduces the efficiency of the User(s) within their business function.	Unable to add support entry against the signagelive player.

ESCALATION PROCESS

The call logging system automatically escalates based on the time that a call remains in a particular status & impact/severity.

- Escalation levels:-
- 1- Support analyst notified
 - 2- Support analyst and team leader notified
 - 3- Support analyst, team leader and support manager notified
 - 4- Support analyst, team leader, support manager and director notified

Customer can request escalation by contacting Provider “Customer Support” within Hosted Application Hours.

Escalation levels 1 + 2 are to ensure that initial contact is made with Customer.
Escalation levels 3 + 4 are to ensure that the maximum target for provision of plan for resolution or circumvention is met



	HIGH PRIORITY	MEDIUM PRIORITY	LOW PRIORITY
ESCALATION LEVEL 1	When call is logged	When call is logged	When call is logged
ESCALATION LEVEL 2	20 minutes	40 minutes	60 minutes
ESCALATION LEVEL 3	4 hours	8 hours	2 Days
ESCALATION LEVEL 4	1 Day	2 Days	3 days

REPORTS AND SERVICE LEVEL REVIEWS.

Provider will use industry standard tools to monitor and automatically report on the levels of service that are being delivered to Customer. The reports will include statistics on network, application and support Calls. The reports will be made available to Customer online within the Services.

TOLERANCES

Interruptions to the Services or Outages arising directly or indirectly from:-

- i. interruptions to the flow of data to or from the Hosted Application and other portions of the internet;
- ii. changes to the Hosted Application or Network (including the implementation of any necessary upgrades and operating system patches) and other housekeeping tasks which need to be made and of which Provider gives Customer at forty-eight (48) hours prior written notice and subject to such works being effected between the hours of **6:00pm and 6:00am GMT** and Provider striving to minimise the interruptions/Outages that may be caused by such change;
- iii. the effects of the failure or interruption of services provided by third parties [who are not Provider's agents];
- iv. factors outside of Provider's reasonable control;
- v. any actions or omissions of Customer (including, without limitation, breach of Customer Obligations set out in the agreement) or any third parties [who are not Provider's agents];
- vi. Customer's equipment and/or third party equipment;
- vii. Scheduled Outages as described below:-

a. Server Operating System Patches & Upgrades

Server operating system patches and upgrades will only be applied to the System, should they be required to ensure continued support by the operating system vendor.

b. Application Upgrades

Application upgrades will only be applied as necessary to facilitate continued support.

- viii. Customer requested interruptions to the Services.