

**SCHEDULE D: SPECIFIC TERMS – LICENSING OF WORKPAL SOFTWARE****1. INTRODUCTION**

- 1.1** This page sets out the Specific Terms on which (together with the General Terms and Order Terms forming part of the Agreement between us) we, Fonezone Telecommunications Limited trading as Barclay Communications, a company incorporated in Northern Ireland under registered company number NI040916, whose registered office is at Grove House, 145 - 149 Donegall Pass, Belfast, County Antrim, BT7 1DT (“**we**” or “**us**”) design, develop, supply and licence the Deliverables, and provide the associated Services, as may be more specifically set out within the relevant Order Terms, to you as our client (“**you**”).
- 1.2** Unless otherwise defined herein, any terms used in these Specific Terms shall have the meaning attributed to them in the General Terms.
- 1.3** These Specific Terms apply to the Agreement between you and us for the provision of the Deliverables and Services to you. Please note that by ordering any such Services or Deliverables from us, you agree to be bound by the terms of our Agreement. Where we provide any products or services to you other than the Deliverables or the Services, the provision of such products or services shall be governed by the relevant Additional Terms applying to such products or services.
- 1.4** You should print a copy of these Specific Terms or save them to your computer for future reference.
- 1.5** We may amend these Specific Terms from time to time as set out within the General Terms. Every time you sign new Order Terms for the provision of Deliverables please check these Specific Terms and the General Terms to ensure that you understand the terms which will apply to our Agreement at that time. These Specific Terms were most recently updated on 19<sup>th</sup> May 2014.

**2. DEFINITIONS & INTERPRETATION**

- 2.1** The following terms shall have the following meanings in these Specific Terms:
- “**Agreement**” means the agreement between us for the provision of the Deliverables and/or the Services; “**Appendix**” means the appendix to these Specific Terms; “**Authorised Users**” means those of your employees, agents and independent contractors who are authorised by you to use the Deliverables;
- “**Charges**” means the total amount payable by you, by way of an initial customization fee and ongoing licence fee, in return for the licensing of the Deliverables and provision of the Services, as set out within the Order Terms (excluding any VAT or other applicable sales taxes to be included within the total price), which licence fee shall, unless otherwise specified under the Agreement, be payable per Authorised User per month in accordance with the Payment Terms. Where the context requires or permits the Charges shall also include any other amounts otherwise payable by you and provided for under the terms of the Agreement; “**Clause**” means a clause of these Specific Terms;
- “**Commencement Date**” means the date of the Order Form;
- “**Customer Equipment**” means the computer hardware, operating systems and mobile devices required to be provided and maintained by you in order to utilise the Software, the minimum specification for which is set out in the Appendix;
- “**Deliverables**” means the Software and the Documentation together;
- “**Documentation**” means the documentation, if any, supplied to you by us in connection with the Software;
- “**General Terms**” means our general terms and conditions for the supply of products and services, which shall apply to the Agreement between us in addition to these Specific Terms and the Order Terms;
- “**Implementation Services**” means the creation of bespoke features within the Software (as set out within the Specification Document) and a reasonable level of initial training in respect of use of the Software (subject to our sole discretion as to what constitutes reasonableness);
- “**Licence Date**” means the date on which we notify you, as part of the Implementation Services, that the Software has been installed and has been developed to, and is operating in

accordance with, the Specification, or (where applicable) its **March 2019** functional specification, or if earlier, the date on which the Authorised Users begin to use the Software for the Purpose; “**Materials**” means any content, information or data, including without limitation any text or images, provided by you from time to time in connection with the development of, or for incorporation into, the Software, as part of the Implementation Services;

“**Order Form**” means the order form provided by us in connection with the Deliverables and the Services;

“**Order Terms**” means, in respect of the provision of the Deliverables and the Services, the Proposal and the Order Form, and the General Terms shall be construed accordingly; “**Payment Terms**” are as set out in Clause 12 below and in the Order Terms; “**Proposal**” means the proposal submitted to you by us in respect of development of the Software;

“**Purpose**” means use by Authorised Users for the purposes contemplated by the Software’s functional specification, or, where applicable, the Specification, only;

“**Server**” means a computer server administered by us or by a third party acting on our behalf;

“**Services**” means the Implementation Services, the Support, and (where applicable) any other services which we may provide you in connection with the Deliverables;

“**Software**” means our database driven, cloud-hosted job and task management WorkPal software, to be designed, developed and deployed, and, as appropriate, hosted by us for your benefit under the terms of the Agreement;

“**Specific Terms**” means, in respect of the provision of the Deliverables and Services outlined herein, the terms and conditions in this Schedule D, and the General Terms shall be construed accordingly;

“**Specification**” means the specification for the Software set out in the Specification Document;

“**Specification Document**” means the project plan and specification document to be produced by us in accordance with Clause 5.1;

“**Subscription Term**” means the period set out within the Order Terms, taking effect from the Licence Date, which shall, in any event, be no less than 2 years;

“**Support**” means the support for the Software to be provided remotely in accordance with any standard service level agreement for the provision of the support services we may introduce from time to time. Support will be made available to you, including any Authorised Users, during our normal business hours (9am to 5.30pm on Business Days) either by telephone consultation (+44(0)28 9096 0366) or via email contact at [support@yourworkpal.com](mailto:support@yourworkpal.com). The Support also includes the release of any new Software upgrades, or Software versions (on a like for like basis), that we may develop and release during the Subscription Term;

“**User Subscriptions**” means the user subscriptions purchased by you from time to time, the initial number of which shall be specified in the Order Terms, which entitle Authorised Users to use the Deliverables in accordance with the Agreement;

“**Warranty Period**” means the duration of the Subscription Term;

“**Your Data**” means all data, content and/or images that may be inputted by you, the Authorised Users, or by us, acting on your behalf, for the purpose of or during the course of your using the Deliverables, or our facilitating your use of the Deliverables; and

“**Your Representative**” means the person duly authorised by you to act on your behalf for the purposes of the Agreement and identified to us by you under Clause 8.3.

**3. USER SUBSCRIPTIONS**

- 3.1** Subject to payment of the Charges and to the other terms of the Agreement, we shall grant to you, with effect from the Licence Date, a worldwide, non-exclusive and non-transferable right to permit the Authorised Users (subject to the terms and conditions

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- of the Agreement) to use the Deliverables during the Subscription Term solely for the Purpose.
- 3.2** In relation to the Authorised Users, you undertake that: (a) you shall be responsible for compliance by Authorised Users with the terms of the Agreement; (b) you and each of the Authorised Users shall not use the Deliverables in any way which is restricted by the Agreement, and shall abide by and adhere to any conditions imposed thereby; (c) the number of Authorised Users using the Software shall not exceed the number of User Subscriptions you have purchased from time to time; (d) you will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Deliverables; (e) each Authorised User shall keep a secure password for his use of the Software, and that each Authorised User shall keep his password confidential; (f) you shall maintain a written, up to date, list of current Authorised Users and provide such list to us within 5 Business Days of our written request at any time; (g) you shall permit us to audit your use of the Software in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, and with reasonable prior notice; (h) if any of the audits referred to in Clause 3.2(g) reveal that you have underpaid Charges to us, then without prejudice to any other right to which we may be entitled, you shall pay to us an amount equal to such underpayment (as calculated by reference to the Charges payable for additional User Subscriptions) within 5 Business Days of the date of the relevant audit; and (i) if any of the audits referred to in Clause 3.2(f) reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to our other rights, you shall promptly disable such passwords and we shall not issue any new passwords to any such individual.
- 3.3** You shall not access, store, distribute or transmit any viruses, or any material during the course of your use of the Software, and Your Data and the Materials shall not constitute or contain anything that (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; (c) depicts sexually explicit images; (d) promotes unlawful violence; (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or (f) causes damage or injury to any person or property.
- 3.4** You shall not: (a) other than as permitted by law, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Deliverables (as applicable) in any form or media or by any means; nor attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to humanperceivable form all or any part of the Software; or (b) access all or any part of the Software in order to build a product or service which competes with the Software; or (c) use the Software to provide services to third parties; or (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Deliverables available to any third party except the Authorised Users without our prior written consent; or (e) attempt to obtain, or assist third parties in obtaining, access to the Deliverables, other than as permitted under this Clause 3; or (f) interfere with or disrupt the integrity or performance of the Software or the third party data contained therein; or (g) attempt to gain unauthorised access to the Software or its related systems or networks.
- 3.5** You shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Deliverables and, in the event of any such unauthorised access or use, promptly notify us.
- 3.6** The rights provided under this Clause 3 are granted to you only, and shall not be considered granted to any of your subsidiary or holding companies.
- 4.** **ADDITIONAL USER SUBSCRIPTIONS**
- 4.1** Subject to Clause 4.2, you may, from time to time during the Subscription Term, purchase additional User Subscriptions, subject to payment of our then prevailing rates.
- 4.2** You shall, within 30 days of the date of our invoice, pay to us the relevant fees for such additional User Subscriptions.
- 5.** **SOFTWARE DEVELOPMENT**
- 5.1** Where the Software is being customised to your requirements, following the date of signature of the Order Form, we will provide a Specification Document as part of the Implementation Services indicating the Specification for the Software and any other applicable information. The parties will use best endeavours to agree the Specification Document within a reasonable period following the date of signature of the Order Form. In the event the Specification Document cannot be agreed we will refund any monies paid and terminate your order.
- 5.2** Subject to you providing the Materials by the date(s) requested, we shall develop the Software to the Specification. We shall notify you whenever the Software has been developed to the Specification (at which point the Software shall be deemed accepted), following which date (the Licence Date), and where we develop the Software to the Specification only, you shall be entitled to use the Deliverables for a beta testing period of 30 calendar days, free of charge, during which we may (in our discretion) carry out such further work to develop or refine the Software in line with the Specification as we may deem necessary in consultation with you. For the avoidance of doubt, following the said beta testing period, you shall, in any event, be required to pay the licence fee component of the Charges, as specified in the Order Terms.
- 5.3** Any software programmes proprietary to third parties incorporated within Software shall be licensed to you under the standard licence terms provided by the relevant third parties, and you agree to be bound by such licence terms, links to which have been provided at [www.yourworkpal.com/licences](http://www.yourworkpal.com/licences).
- 6.** **SERVICES**
- 6.1** We shall procure hosting of the Software from our hosting subcontractor and make the Software available to you in accordance with the terms imposed upon us by our hosting subcontractor from time to time, a copy of which will be provided to you upon request. We shall use reasonable endeavours to inform you in advance of any planned service interruption.
- 6.2** We will, as part of the Services and in return for payment of the Charges, provide you with the Implementation Services following the Commencement Date.
- 6.3** We will also provide the Support to you in accordance with our support services policy in effect at the time that the Services are provided. We may from time to time, at our discretion and as part of the Support, generally upgrade and improve the Software as we see fit, and you acknowledge that such upgrades and improvements may affect your use of the Deliverables. The Support does not include upgrades, bespoke changes or amendments to the Software you may require or request from time to time, which will be undertaken on request by us in return for payment of our then prevailing rates. The Support also does not include the provision of any on-site support you may require or request from time to time, which, where agreed by us, shall be also chargeable at our then prevailing rates.
- 6.4** All Services shall be provided to you on and subject to the terms of the Agreement, and the charges for the Services are included within the Charges to be paid by you.
- 6.5** All Photos and Documents uploaded by you to your WorkPal will count towards your storage allowance. We allocate a maximum of 10GB per company of free storage inclusive in your monthly subscription. Once 10GB of free storage has been reached we reserve the right to charge you a monthly cost for additional storage. We shall use reasonable endeavours to inform you in advance of these charges.

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- 7.1** We undertake that the Implementation Services and the Support will be performed with reasonable skill and care. If the Implementation Services and Support do not conform with the foregoing undertaking, we will, at our expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide you with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes your sole and exclusive remedy for any breach of the undertaking set out in this Clause 7.1.
- 7.2** We warrant that for the duration of the Warranty Period the Software shall perform substantially in accordance with its published functional specifications (and, where applicable) the Specification when operated properly and in accordance with any instructions given to you by us.
- 7.3** Your sole remedy for breach of the warranty in Clause 7.2 is (as appropriate) to require us to rectify any defects to the Software within a reasonable time at no charge to you provided that any such defect is notified to us during the Warranty Period. You shall provide all information as may be reasonably necessary to assist us in resolving any defect to the Software including, without limitation, sufficient information to enable us to re-create the defect. We shall not be obliged to rectify any particular defect if attempts to rectify such defect other than by normal recovery or diagnostic procedures have been made by your personnel or any third party without our permission.
- 7.4** The warranty in Clause 7.2 shall not apply if: (a) you make or cause to be made any modifications or alterations to the Software without our prior written consent; (b) the Software is improperly installed or used in an application or with a platform or device for which it was not intended including otherwise than with the Customer Equipment; (c) the Software is used: (i) otherwise than as permitted under the Agreement, (ii) outside of the scope contemplated by the Software's published functional specifications or, if applicable, the Specification, or (iii) otherwise than as contemplated by any instructions given to you by us; (d) you are in breach, default or delay of the performance of any of your other obligations under the Agreement; or (e) the failure of the Software to perform is attributable to the Materials provided by you.
- 7.5** You accept responsibility for the selection of the Deliverables and the Services to achieve your intended results and you acknowledge that whilst (where applicable) we have used reasonable endeavours to develop the Software to the Specification, incorporating the Materials provided by you, we have not assessed the suitability of the Deliverables or the Services for your requirements, and cannot guarantee that the Services or the Deliverables will be suitable for those requirements or that any use or supply of same will be uninterrupted or error free.
- 7.6** The Agreement shall not prevent us from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or software which is/are similar to the Deliverables.
- 7.7** We warrant that we have and will maintain all necessary licences, consents, and permissions necessary for the performance of our obligations under the Agreement.

**8. YOUR OBLIGATIONS**

- 8.1** You shall: (a) at your cost, provide us with all necessary cooperation in relation to the Agreement, and all necessary data and access to such information as may be required by us, our employees, agents or sub-contractors, in order to provide the Deliverables and the Services, including but not limited to applicable specifications, data management decisions, approvals, security access information and configuration services; (b) comply with all applicable laws and regulations with respect to your activities under the Agreement; (c) carry out all your other responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays, we may adjust any agreed timetable or delivery schedule as reasonably necessary; (d) ensure that the Authorised Users use the Deliverables in accordance with the terms and conditions of the Agreement, and shall be

responsible for any Authorised User's breach of the Agreement; (e) obtain and maintain all necessary licences, consents, and permissions necessary for us, our employees, agents or sub-contractors to perform our obligations under the Agreement, including without limitation providing the Services; (f) ensure that your network and systems comply with the relevant specifications provided by us from time to time, including with respect to the Customer Equipment; (g) be solely responsible for procuring and maintaining your network connections and telecommunications links; (h) be solely responsible at your own cost for generating Your Data and the Materials, and any other information or content required to utilise the Software, and inputting such data into the Software whilst using it. In the event that you require any assistance from us in this regard, we may provide such assistance as we deem appropriate at our then prevailing rates.

- 8.2** Where the Software is being developed to the Specification, you shall: (a) ensure that the Materials do not infringe any applicable laws, regulations or third party rights (such as material which is obscene, indecent, pornographic, seditious, offensive, defamatory, obscene, threatening, liable to incite racial hatred, menacing, blasphemous or in breach of any third party IP Rights) ("**Inappropriate Content**"). We will be the sole arbiter as to what constitutes Inappropriate Content. You shall indemnify us and our third party sub-contractors against all damages, losses and expenses arising as a result of any action or claim that the Materials constitute Inappropriate Content; (b) be solely responsible for providing us with all Materials required in order to develop the Software to the Specification (including the instruction, management and cost of any third party suppliers or service providers commissioned or instructed by you in respect of the Materials), required to deliver and for obtaining all necessary rights and permissions, and making all necessary payments for such Materials; (c) be solely responsible for the accuracy and completeness of the Materials provided; and (d) transmit and store all Materials in accordance with all applicable laws. You acknowledge that we shall make no effort to validate any Materials provided by you for content, correctness or usability. If any such Materials is/are untrue, inaccurate, not current, or incomplete, without limiting any other remedies, we have the right to terminate or suspend your use of, and licence to, the Deliverables, and we, our agents, suppliers and sub-contractors have the right to recover from you any costs or losses incurred as a direct or indirect result of such inaccurate or incomplete information.
- 8.3** No later than five Business Days after the Commencement Date, you shall notify to us the name of the person appointed as Your Representative for the purposes of the Agreement. Your Representative shall have the authority to bind you in all matters relating to the Agreement.
- 8.4** If our performance of any of our obligations under the Agreement is prevented or delayed by any of your, or your agents', subcontractors', consultants' or employees', acts or omissions, we shall not be liable for any costs, charges or losses sustained or incurred by you that arise directly or indirectly from such prevention or delay.
- 8.5** You warrant that you shall, immediately upon our request, cease any use of the Deliverables that we inform you infringes the terms of the Agreement. We reserve the right to suspend your licence to the Software, without terminating the Agreement, where we reasonably suspect you to be in default or in breach of any of your obligations under the Agreement.
- 8.6** You shall be liable to pay us, on demand, all reasonable costs, charges or losses sustained or incurred by us (including without limitation any direct, indirect or consequential losses) that arise directly or indirectly from your fraud, negligence, failure to perform or delay in the performance of any of your obligations under the Agreement, subject to our confirming such costs, charges and losses to you in writing.
- 8.8** We shall use reasonable endeavours to design Software which displays acceptably on any internet browsers or operating systems indicated in the Appendix. However, we do not guarantee that these aims will be achieved, in particular in respect of updates to or versions of such browsers or operating systems released after

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the Licence Date, or in respect of browsers or operating systems which are no longer supported by their relevant developers or manufacturers.

**9. THE MATERIALS AND YOUR DATA**

**9.1** All Materials belonging to you and held by us shall be preserved for a period of at least 12 months from the Licence Date.

**9.2** All of Your Data held by us shall be retained for the Subscription Term, and for a further period of 12 months from the end of the Subscription Term, unless you specifically request its deletion at an earlier stage. Thereafter, unless you specifically request otherwise, it shall be deleted.

**9.3** We shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not modify Your Data, disclose Your Data or access Your Data except: (a) as required by law; (b) as expressly permitted by you; (c) to provide the Services; (d) to address technical problems or issues with the Services; or (e) at your request when providing Support.

**9.4** Subject to Clause 9.2, we shall use our reasonable commercial endeavours to back-up all Your Data (with the exception of images comprised in Your Data) on a daily basis. In the event of any loss of or damage to Your Data, your sole and exclusive remedy shall be for us to use our reasonable commercial endeavours to restore, or request our third party hosting services providing maintaining the relevant Server to attempt to restore, Your Data which has been lost/damaged from the latest back-up of Your Data maintained on the Server.

**10. INTELLECTUAL PROPERTY RIGHTS & INDEMNITY**

**10.1** You acknowledge and agree that any and all IP Rights which subsist in or arise in connection with the Deliverables, including any and all IP Rights which may arise during the course of the Agreement in connection with developments of or modifications to the Software, with the exception of the Materials and Your Data, belong to us and/or our third party suppliers/licensors and that you shall have no right in or to the Deliverables save the right to use them as permitted by the Agreement.

**10.2** You shall own all rights, title and interest in and to all of Your Data and the Materials and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Data and the Materials and the means by which you acquired same.

**10.3** You shall use reasonable endeavours to prevent any infringement of the IP Rights in the Deliverables and shall promptly report to us any such infringement that comes to your attention.

**10.4** If any third party makes a claim against you that the Deliverables infringe its UK IP Rights effective as of the Licence Date, other than infringements referred to in Clause 10.8, we shall indemnify you. To obtain this protection, you must: (a) notify us promptly in reasonable detail in writing not later than 30 days after you receive notice of the claim, or sooner if required by applicable law; (b) give us sole control of the defence and any settlement negotiations; and (c) give us the information, authority, and assistance we need to defend or settle the claim. This indemnity shall be subject to the ultimate cap on our liability contained within the General Terms, in particular clause 11 thereof. The foregoing states your sole and exclusive right and remedy, and our (including our employees', agents' and sub-contractors') entire obligations and liability in respect of the infringement of any third party IP Rights of any nature.

**10.5** If we believe that the Deliverables infringe or may infringe the IP Rights of any third party, we may choose to either modify the Software or obtain a licence to allow for continued use, or if these alternatives are not commercially reasonable, we may terminate the Agreement and refund any applicable Charges (or part thereof) you have paid for the Deliverables (less an amount in consideration of your use prior to such termination). For the avoidance of doubt, this indemnity shall not apply where the claim in question is attributable to the possession, use, development, modification or maintenance of the Deliverables (or any part thereof) by you other than in accordance with the terms of the Agreement, or use of a non-current release of the Software. Clauses 10.4 and 10.5 provide

you with your exclusive remedy for any infringement claims or damages.

**10.6** We acknowledge that any and all IP Rights which subsist in or arise in connection with the Materials and Your Data belong to you and/or your third party licensors/suppliers.

**10.7** You also hereby expressly warrant that you own the IP Rights in all such Materials, or that, where such IP Rights are held by third parties, you are permitted to use and supply the Materials to us for the purposes specified in the Agreement, and that you are entitled to use the Software for the purposes contemplated by the Agreement, and that in so doing, or in fulfilling any of your or our obligations or enforcing any of your or our rights under the Agreement neither we nor you will in any way infringe such third party IP Rights.

**10.8** If any third party brings an action or makes a claim against us (or any of our third party sub-contractors) that the Materials infringe its Intellectual Property Rights, you shall indemnify us and/or any such sub-contractor against all losses, damages and expenses in respect of any such action or claim. To obtain this protection, we must: (a) notify you promptly giving reasonable detail in writing, no later than 30 days after we receive notice of the claim, or sooner if required by applicable law; (b) give you sole control of the defence and any settlement negotiations; and (c) give you the information, authority and assistance you need to defend against or settle the claim.

**10.9** You shall defend, indemnify and hold us harmless against all or any claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with your and/or the Authorised Users' use of the Deliverables including for any liability, damages, costs or claims incurred by us due to (a) your use of the Deliverables for any purpose outside of the Purpose, (b) otherwise arising in respect of Your Data.

**11. CHANGE CONTROL**

**11.1** Either party may submit written requests for changes to the Agreement (or any part thereof) to the other party during the term of the Agreement. We shall advise you of the likely impact of any such change, including, but not limited to, any effect on the Charges or Order Terms.

**11.2** The parties shall in good faith discuss changes proposed in accordance with Clause 11.1 as soon as reasonably practicable. Until such time as a change control document is agreed (such agreement not to be unreasonably withheld or delayed by either party) and signed by both parties, covering such change, including any change to the Charges, both parties shall continue to perform their respective obligations under the Agreement as if such change had not been requested.

**12. CHARGES**

**12.1** In return for the provision of the Services and licensing of the Deliverables you agree to pay the Charges to us in accordance with the payment terms set out within this Clause 12 and in the Order Terms.

**12.2** The licence fee component of the Charges shall, unless otherwise agreed, be due and payable on a monthly basis, on a date to be specified by us.

**12.3** If we have not received any payment within 10 days after the due date, we may, without liability to you and without prejudice to any of our other rights and remedies, disable your and Authorised Users' passwords, accounts and access to all or part of the Software and suspend your licence to use the Software. We shall be under no obligation to provide any you with access to the Software, and to any or all of the Services while the invoice(s) concerned remain unpaid.

**12.4** If, at any time whilst using the Software, you exceed the use permitted under the Agreement, including any licence restrictions, we shall charge you, and you shall pay, our then prevailing rates for such excessive use, without prejudice to any other rights to which we may be entitled.

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**13.1** Except as expressly and specifically provided in the Agreement all Services and the Deliverables provided by us under the Agreement are provided to you on an "as is" basis and you assume sole responsibility for results obtained from use of the Deliverables by you and Authorised Users, and for conclusions drawn from such use, and expressly agree and acknowledge that we in no way warrant or guarantee the accuracy or authenticity of any such results. We shall have no liability for any damage caused by errors or omissions in any information, instructions or data provided to us by you in connection with the Services or the Deliverables, or any actions taken by us at your direction.

**14. EXPORT**

You shall be responsible for obtaining any necessary import or export licenses or permits necessary for the use of the Software in any territory where the Software is used and you shall be solely responsible for any and all custom duties, clearance charges, taxes, brokers' fees and other amounts payable in connection with the importation, delivery and use of the Software.

**15. TERM AND TERMINATION**

**15.1** The Agreement between you and us shall come into effect on the date of the Order Form and, will remain in force (unless terminated earlier in accordance with this Agreement) for the Initial Minimum Period and will continue for a further 12 months each term until terminated in accordance with clause 16 of this Agreement.

**16. EFFECTS OF TERMINATION**

**16.1** Termination of the Agreement shall be without prejudice to any rights or liabilities accrued at the date of termination.

**16.2** Upon termination of the Agreement for any reason, you shall, at our request, promptly return to us or otherwise dispose of the Deliverables or any other materials sent to you (other than correspondence which has passed between the parties) and any Confidential Information which you may have in your possession or under your control, and pay to us all outstanding Charges and other payments, including interest, due under the terms of the Agreement.

**16.3** All rights and licences granted to you under the Agreement shall terminate on the termination date.

**16.4** On termination of the Agreement otherwise than on termination by us due to your breach of the Agreement, or due to the occurrence of any of the circumstances specified in clause 12.2 of the General Terms, we shall, upon request, return all Materials to you, and shall provide to you an electronic copy of Your Data to the extent that we still retain copies of either.

**17. DATA PROTECTION**

**17.1** You undertake that you have obtained all necessary consents to supply the Materials to us for use in accordance with the terms of the Agreement, and to input Your Data whilst using the Software (acknowledging that Your Data may be processed by us or our third party suppliers for the purposes of the Agreement), and that you will at all times comply with the Data Protection Act 1998.

**18. GENERAL**

**18.1** Conflict: In the event of any conflict or inconsistency between the constituent parts of the Agreement, they shall prevail in the following order: (a) the Order Form, (b) the Specification Document, (c) the Proposal (d) these Specific Terms, and (e) the General Terms.

**18.2** Survival: Without prejudice to the generality of clause 14.8 of the General Terms, the terms of Clauses 1, 2, 10, 13, 15, 16, 17 and 18 shall survive expiry, variation or termination of the Agreement.

**18.3** Complaints procedure: Our complaint handling procedure is designed to ensure that any and all complaints are properly investigated and are given careful and fair consideration. There are 3 steps to our complaints procedure: 1. Frontline resolution by your Account Manager: The service level agreement for this is up to 2 working days – if longer your account manager will outline this to you. At this stage you will highlight your complaint to your account manager. The Account Manager will then work closely with the relevant departments either internally or within the network to ensure a resolution in line with your wishes. Your Account Manager will outline any Service Level Agreement that is required. 2. Escalation – The Service Level Agreement is up to 5 working days – if longer this will be outlined to you. If you are unhappy with the resolution from your account manager your complaint can be escalated. This escalation must be done by you and must be completed in writing to customercomplaints@barclaycomms.com or via our website. Once the email has been received we will investigate at a higher level such as Team leader or Team Manager and will endeavour to find a resolution with you. If you have not raised the complaint through your account manager as per step 1 and have emailed through to the complaints email this will be sent to your account manager to investigate and resolve. The response to the escalation complaints may be sent to you in writing. 3. Escalation point – Senior Management. No SLA. If the customer has not accepted the response from either stage 1 or stage 2 this will go to the senior manager relating to that department. There is no standard service level agreement for this and the customer must have this outlined to them. This response will be outlined in writing via our complaints template.

**APPENDIX – MINIMUM REQUIREMENTS FOR INSTALLATION AND OPERATION OF THE SOFTWARE****Computer Hardware/OS/Browser Requirements**

To use the desktop/browser based version of the Software, the computer hardware and software should meet or exceed the following:

A Windows PC, running Windows 7 or higher **or** an Apple Macintosh running Mac OS 10.6.8 or higher **OR**

A Windows Surface, Apple iPad or Android Tablet running Android 4.2 or above, with a minimum horizontal screen resolution of 1280pixels or above.

On any of the above devices, the desktop version of the WorkPal Software will only be supported on Google Chrome web browser, version 32.0 or higher. The customer should use a broadband connection of 8Mb or above for acceptable performance.

Cookies must be enabled for the WorkPal Software to function.

**Mobile Device Requirements**

The WorkPal Software mobile application requires an Android device, running Android OS v4.2 or above. The device requires Wi-Fi or 3G mobile data to function correctly (although will continue to function during temporary periods of no network connectivity). Certain features of the mobile application require GPS and/or a camera to function correctly.

The app design is optimised for mobile phone handsets, and although tablets are supported, the design is not tailored for these devices.