



Master Service Agreement

Posted as of: 14 March, 2024
Effective as of: 14 March, 2024

The Agreement between Vatrix and the Customer (the Agreement) is made up of the following:											
Vatrix Master Service Agreement CLICK HERE	These are Vatrix's standard terms and include all general terms that apply to Vatrix's Services and the parties.										
Service Specific Terms <table border="1" data-bbox="199 645 593 860"> <tr> <td>Lone Working (formerly Alarms)</td> <td>CLICK HERE</td> </tr> <tr> <td>Incidents</td> <td>CLICK HERE</td> </tr> <tr> <td>Audits (formerly Workflows)</td> <td>CLICK HERE</td> </tr> <tr> <td>Risk</td> <td>CLICK HERE</td> </tr> <tr> <td>Business Objects</td> <td>CLICK HERE</td> </tr> </table>	Lone Working (formerly Alarms)	CLICK HERE	Incidents	CLICK HERE	Audits (formerly Workflows)	CLICK HERE	Risk	CLICK HERE	Business Objects	CLICK HERE	These are additional terms that apply to the particular Vatrix Service ordered by the Customer and include a description of the Vatrix Service. <i>This document includes details of the Processing Requirements for Customer Personal Data.</i> <i>This document is supplementary to the Vatrix Master Service Agreement for the particular Vatrix Service.</i>
Lone Working (formerly Alarms)	CLICK HERE										
Incidents	CLICK HERE										
Audits (formerly Workflows)	CLICK HERE										
Risk	CLICK HERE										
Business Objects	CLICK HERE										
Data Processing Addendum CLICK HERE	This sets out the terms that apply to the Processing of Customer Personal Data. <i>This document has priority over the Vatrix Master Service Agreement, the Service Specific Terms and the Order Form in respect of the Processing of Customer Personal Data.</i>										
Order Form	The Order Form specifies the details of the Vatrix Service(s) the Customer has chosen. It can either be a physical or electronic document executed by the Customer and accepted by Vatrix, or an order placed through the Vatrix website.										

1 Definitions and interpretation

<p>Additional Charges List means Vatrix's list of additional charges that may be incurred by the Customer in respect of a Vatrix Service. This list is subject to updates at Vatrix's discretion and is accessible for review at https://vatix.com/legal/agreements/additional-charges-list</p>
<p>Agreed Payment Method means a Recurring Payment Instruction, or the payment method stated in the Order Form.</p>
<p>Anonymised Data has the meaning given in the Data Processing Addendum.</p>
<p>Applicable Law means all laws, regulations and codes of practice that apply to the party to which the term refers.</p>
<p>Charges means all charges in addition to the Fees that are to be paid for by the Customer as may be changed by Vatrix in accordance with clause 5.5 (Price reviews).</p>
<p>Confidential Information means:</p> <ul style="list-style-type: none"> (a) in the case of Vatrix, the Vatrix Confidential Information; and (b) in the case of the Customer, Customer Data, details of its Users, its suppliers, its finances, bank and payment card details; <p>Information that the other party has in its possession other than due to a breach of the Agreement is not to be treated as Confidential Information under the Agreement.</p>
<p>Customer means the business entity or organisation that enters into this Agreement with Vatrix by executing an Order Form for the purpose of accessing and using the Vatrix Services. The Customer is responsible for ensuring compliance with the terms and conditions of this Agreement by its employees, contractors, and any other users accessing the Vatrix Services under its account. For the avoidance of doubt, if the Customer's legal entity name is not explicitly printed on the Order Form, the legal entity shall be deemed to be that of the employer of the employee who signed the Order Form on behalf of the Customer.</p>
<p>Customer Account the registered account established by the Customer with Vatrix for accessing and managing the Vatrix Services to which the Customer is entitled under the terms of their agreement or Order Form.</p>
<p>Customer Data encompasses all content and documents uploaded by the Customer or any User to the</p>

applicable Vatrix Service, excluding any data that is owned by Vatrix or its licensors.
Feedback means suggestions, comments, improvements, information, ideas or other feedback or related materials about Vatrix or Vatrix Services given by the Customer or any person acting on behalf of the Customer.
Fees means Vatrix's fees for providing the relevant Vatrix Service as set out in the Order Form as may be changed by Vatrix in accordance with clause 5.5 (Price reviews) .
Insolvency Event means the party to which the term refers: <ul style="list-style-type: none"> (a) ceases, or threatens to cease, to carry on the whole or a substantial part of its business; (b) becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation; (c) is the subject of the commencement of any insolvency proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within 14 (fourteen) days after presentation); or (d) has an administrator, an administrative receiver, trustee or similar appointed over all or any of its assets.
Order Form specifies the details of the Vatrix Service(s) the Customer has purchased. It can either be a physical or electronic document executed by the Customer and accepted by Vatrix, or an order placed through the Vatrix website.
Recurring Payment Instruction refers to the authorisation provided by the Customer to Vatrix, via mechanisms such as a direct debit mandate or credit card agreement, enabling Vatrix to automatically collect payments for Fees, Charges, and any other amounts due under the Agreement.
Renewal Term means, for Monthly Subscriptions (i.e. a Subscription Term of a single month), a period of 1 (one) month and, in all other cases, a period of 12 (twelve) months.
Security Measures refers to the technical and organisational measures implemented and maintained by Vatrix to protect the integrity and confidentiality of data within the relevant Vatrix Service. These measures are detailed in the "Vatrix Commitment To Customer Trust," a document that outlines our dedication to data security and privacy. The document is subject to updates reflecting enhancements in security practices and is accessible at https://vatix.com/legal/commitment-to-customer-trust
Start Date is defined as the earliest of the following dates: the date designated on the Order Form for the commencement of the specified Vatrix Service; the date on which the Customer or any of its Users first utilises the relevant Vatrix Service; or the start date indicated on the first invoice issued for the Vatrix Service.
Sub-Processors List means the list of potential sub-processors engaged by Vatrix for delivering the services outlined in the Agreement. This list is dynamically maintained and may be revised by Vatrix to reflect changes in our service delivery partners. The current list of sub-processors can be accessed at https://vatix.com/legal/sub-processors
Subscription means the ongoing arrangement whereby the customer enters into an agreement to utilise a designated Vatrix Service, which encompasses the acceptance of all related Fees and Charges as detailed in the Order Form. This agreement establishes a continuous engagement between the customer and Vatrix for the provision and use of the specified service, subject to the terms and conditions of the Agreement.
Subscription Term means duration of the Subscription, comprising the Initial Term and each subsequent Renewal Term. Notably, if the Customer utilises an Order Form to renew their Vatrix Services, the subscription term indicated on the Order Form shall be considered the Initial Term for the purposes of this agreement.
User means an individual, such as an employee, contractor, or agent of the Customer, who is authorised to use one or more Vatrix Services under the Customer's Subscription. Vatrix offers a variety of Services, each potentially available in different tiers, meaning the specific features, capabilities, and permissions available to a User are contingent upon the Vatrix Service(s) selected, the type of Subscription, and any additional terms specified in the Agreement. There is no implied entitlement for a User to access any Vatrix Service not expressly listed on the Order Form.
Vatrix Confidential Information means: <ul style="list-style-type: none"> (a) the terms of any Change Addendum; (b) information regarding the performance of any or all of the Vatrix Services; (c) the content of any Audit Report(s) provided under the Data Processing Addendum; (d) details of any other Vatrix customers; (e) details of any Vatrix suppliers; (f) details of Vatrix's finances; (g) details of Vatrix's business plans;

(h)	details of any security incident affecting any or all of the Vatrix Services; and
(i)	anything that Vatrix expressly designates as confidential when it is provided to the Customer.
<p>Vatrix Service(s) means refers to any single product offered by Vatrix under the terms of the Agreement. A customer may subscribe to one or several Vatrix Services, depending on their requirements. The specific features, options selected, and any add-ons for a Vatrix Service will be detailed on the Order Form. Further details and any service-specific terms are included in the Service Specific Terms for each Vatrix Service, as listed in the table at the beginning of this document.</p>	
<p>Vatrix Service FAQs refers to the document by Vatrix that answers customer enquiries about our services, including our commitment to data security and privacy. Detailed in the "Vatrix Commitment To Customer Trust," it outlines our security and privacy protocols. This document may be updated from time to time at Vatrix's discretion and is available at https://vatix.com/legal/commitment-to-customer-trust</p>	
<p>Vatrix User Guide means Vatrix's user guide or any other guide for the particular Vatrix Service as may be updated from time to time by Vatrix.</p>	

All other capitalised terms used, but not defined in this Master Service Agreement have the meanings given in the other documents forming the Agreement.

All references in the Agreement to legislation, codes of practice, codes of conduct, regulations or other rules mean those things as may be amended or replaced from time to time.

All references in the Agreement to writing include email provided the address referred to in [clause 9.14](#) is used.

2 Account registration and use

2.1 **Registration.** To access or utilise a Vatrix Service, both the Customer and its Users may be required to complete a registration process. It is the Customer's responsibility to ensure that all registration information submitted by itself and its Users is both accurate and current, and to promptly update such information as necessary.

2.2 **No sharing.** The Customer is permitted to designate individuals as Users under its Subscription for a Vatrix Service. However, the Customer Account and its associated User accounts are intended exclusively for the assigned individual Users and must not be used for any other purposes or shared with affiliates, other group entities, or any third parties. It is imperative that each User account is linked to a distinct, individual natural person; utilising bots or sharing login details in any form is expressly forbidden.

If any affiliate or group company wishes to take up a Vatrix Service for itself, it will need its own Vatrix Customer Account and Subscription.

2.3 **Privacy.** Vatrix processes all personal data within the Customer Account in line with our privacy policy (available at <https://vatix.com/privacy>) and in accordance with our Data Processing Addendum (DPA), which outlines the terms for processing Customer Personal Data (accessible at <https://vatix.com/legal/agreements/data-processing-addendum>). The DPA takes precedence over the Vatrix Master Service Agreement, the Service Specific Terms, and the Order Form concerning the processing of Customer Personal Data. The Customer is responsible for ensuring all necessary transparency information as required by Data Protection Law is provided and that all requisite consents are obtained, thereby legalising Vatrix's processing of personal data for delivering the Vatrix Service(s) under this Agreement. Vatrix reserves the right to delete any Customer Data from its systems as needed to conform with applicable laws.

The Customer hereby indemnifies Vatrix and will hold Vatrix harmless against any third party claims (including any intervention by a regulator) that Vatrix's possession or use of the Customer Data as described in the Agreement infringes the privacy, data protection or other rights of that person or any other person.

2.4 **Access controls.** The Customer bears the responsibility for ensuring the security and confidentiality of all passwords and other access controls provided by or on behalf of Vatrix, or utilised by the Customer or its Users for accessing or using the Vatrix Services. The Customer must promptly revoke any User's

access to the Vatix Service if there is knowledge of a potential breach of this agreement by the User or if the User is no longer under the Customer's supervision.

The Customer assumes full responsibility for all actions taken under the Customer Account by itself or its Users.

2.5 **Security measures.** Vatix commits to enforcing the Security Measures, as previously defined, to safeguard the integrity and confidentiality of data within the Customer Account and each specific Vatix Service. The Customer acknowledges these measures as being adequate to fulfill its security requirements. These measures, outlined in detail within the "Vatix Commitment To Customer Trust" document, underscore our ongoing dedication to data security and privacy, with the document available for review at <https://vatix.com/legal/commitment-to-customer-trust> and subject to periodic updates to reflect advancements in our security protocols.

2.6 **Security breach.** Upon becoming aware of any security breach or unauthorised use or access of the Customer Account, the Customer must promptly notify Vatix, immediately change all affected passwords, and follow any instructions provided by Vatix regarding the matter.

3 Vatix Services

3.1 **Service options.** Vatix provides a range of Vatix Services, many of which include optional features available for Customer selection. The Customer and its Users will have access exclusively to those Vatix Services for which they hold active Subscriptions.

Vatix reserves the right to update the features and options included for each Vatix Service and to update the Vatix User Guide without notice.

3.2 **Additional contract terms.** Each Vatix Service has its own Service Specific Terms and the relevant Service Specific Terms will apply to each Subscription that the Customer has ordered on the Order Form.

Links to each of the Service Specific Terms can be found in the Order Form and also at the start of this Master Service Agreement.

3.3 **Vatix Service suitability.** All Vatix Services are standard services and not developed specifically for the Customer. The Customer is responsible for determining whether each Vatix Service it orders and/or uses is suitable for its needs and is satisfactory to comply with the Customer's obligations under Applicable Law.

If the Customer determines that an impact assessment is required, Vatix will be entitled to charge the Customer on a time and materials basis. Charge rates are shown in the Additional Charges List prevailing at the time.

3.4 **Software updates and fixes.** Although Vatix thoroughly tests its software before it is released for use on its platforms, the Customer acknowledges that no software is guaranteed to be without defects. If the Customer discovers what it believes to be a defect in any particular Vatix Service, it will notify Vatix by email to support@vatix.com together with supporting information to enable Vatix to recreate and assess whether it is, in fact, a defect and, if appropriate, provide a fix. Vatix does not guarantee that every fault can be fixed and may, instead, offer a workaround. The Customer acknowledges and accepts that fixes to address defects discovered by Vatix or other customers will be deployed to the live version used by all customers.

3.5 **Use of sub-processors.** The Customer acknowledges and accepts that Vatix may use sub-processors to help provide each Vatix Service.

A link to the list of Vatix sub-processors can be found in our Sub-Processors List at <https://vatix.com/legal/sub-processors>. Vatix may change any of its Sub-Processors at any time and will publish details on its website at this link.

- 3.6 **Data protection.** In the provision of a Vatrix Service, when processing personal data as a processor for the Customer, the conditions set forth in the Data Processing Addendum (DPA) shall apply, and both parties agree to abide by its requirements. The Data Processing Addendum is referenced in the Order Form and also at the beginning of this Master Service Agreement.
- 3.7 **Subscription.** All Vatrix Services operate on a subscription basis, as defined earlier in this agreement. A subscription constitutes an ongoing commitment by the Customer to use a specified Vatrix Service, encompassing the acceptance of all associated Fees and Charges as detailed in the Order Form. This creates a continuous relationship between the Customer and Vatrix for accessing and benefiting from the selected service, governed by the terms and conditions of the Agreement. Information regarding what is included within each Subscription will be set out in the Order Form.
- 3.8 **Subscription Term.** The duration of each Subscription, known as the Subscription Term, commences on the Start Date specified for the particular Vatrix Service and extends for the Initial Term. Following the completion of the Initial Term, the Subscription will automatically renew for a Renewal Term unless cancelled in accordance with clause 6 (Suspension, cancellation, and termination). Each subsequent Renewal Term will automatically continue under the same conditions unless otherwise specified. This process aligns with the earlier definition of "Subscription Term," which includes both the Initial Term and any subsequent Renewal Terms. If the Customer renews their Vatrix Services using an Order Form, the term specified therein is designated as the Initial Term for the purposes of this agreement.
- 3.9 **Restrictions.** Except as set out in the Agreement or as is specifically allowed in law that cannot be excluded, the Customer will not (and will ensure its Users do not):
- (a) allow the Customer Account to be shared with any affiliate or group company or any other person;
 - (b) use or allow any other person to use the Vatrix Services for anything other than the Customer's own internal purposes;
 - (c) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, transmit or distribute all or any part of any Vatrix Service in any form or media or by any means except as strictly necessary to use the Vatrix Service;
 - (d) publish any Vatrix Confidential Information;
 - (e) decompile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of any of the Vatrix Services;
 - (f) do anything to interfere with any usage tracking or monitoring so as to avoid Charges;
 - (g) access any Vatrix Service in order to build a product or service that competes with the Vatrix Service;
 - (h) use the Service to provide services to third parties;
 - (i) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make any Vatrix Services available to any third party except Users;
 - (j) attempt to obtain, or assist third parties other than Users in obtaining, access to the Vatrix Services, other than as provided under this Agreement;
 - (k) introduce or permit the introduction of, any virus or other disabling code into any Vatrix Service;
 - (l) remove or obscure any proprietary or other notices contained in any Vatrix Service, including in any reports or output obtained from the Vatrix Service; or

- (m) use or permit any Vatix Services to be used for any unlawful or misleading purpose, or any manner inconsistent with the Agreement.
- (n) each User's account must be assigned to a single, individual natural person; the use of bots or the sharing of login credentials in any manner is strictly prohibited. Vatrix reserves the right to enforce multifactor authentication or implement other security measures to prevent such activities. These precautions are taken to safeguard the information security of our systems and to ensure that product licenses are utilised in accordance with their intended purpose.

Non-compliance with these Restrictions is a material breach of the Agreement that cannot be remedied and for which, in addition to any and every other remedy available to Vatrix, Vatrix will be entitled to suspend each Subscription and terminate the Agreement without any liability whatsoever to the Customer.

The Customer hereby indemnifies Vatrix and will hold Vatrix harmless against any third party claims (including any intervention by a regulator) due to the Customer's failure to comply with the Restrictions.

- 3.10 **Trials and pilots.** At its sole discretion, Vatrix may occasionally offer the Customer trials and pilots for one or more Vatrix Services. These trials and pilots are often governed by specific terms, which will be provided to the Customer at the initiation of the trial or pilot period. Additionally, Vatrix reserves the right to suspend or terminate any trial or pilot at any time, according to its sole discretion.

Trials and pilots may be subject to separate terms which will be detailed on the Order Form.

4 Intellectual property and grant of licences

- 4.1 **Ownership of Vatrix Services.** All intellectual property rights in and to the Vatrix Services and Vatrix User Guide and Vatrix Confidential Information are owned by Vatrix and/or its licensors. Nothing in the Agreement transfers the intellectual property rights to the Customer, any Users or any other person. All rights not expressly granted under the Agreement in respect of the Vatrix Services, Vatrix Documentation and Vatrix Confidential Information are reserved to Vatrix.
- 4.2 **Grant of Vatrix licences.** Vatrix grants the Customer a non-exclusive licence to access and use the Vatrix Services and the Vatrix User Guide, strictly in accordance with the terms of this Agreement and contingent upon the Customer's active Subscription, as detailed in [clause 3.7](#). This licence permits the Customer and its Users to utilise the Vatrix Services and the User Guide solely for leveraging the functionalities of the subscribed Vatrix Service(s) as specified on the Order Form, aligning with the acceptance of all related Fees and Charges. The scope of access and usage rights under this licence is confined to the parameters set by the Subscription terms and the Service Specific Terms, ensuring a structured engagement between the Customer and Vatrix for the delivery and utilisation of the Services. Details regarding the inclusion of specific features, options, and add-ons within each Subscription are explicitly outlined in the Order Form.
- 4.3 **Ownership of Customer Data.** In accordance with the provisions of this Agreement, intellectual property rights in and to the Customer Data are owned by the Customer.
- 4.4 **Grant of Customer licence.** The Customer grants Vatrix a non-exclusive, worldwide, royalty-free licence, which includes the right to sublicense to relevant Vatrix Sub-processors, to collect, use, copy, store, transmit, modify, and create derivative works from the Customer Data, solely for the purpose of providing the Vatrix Service and as explicitly permitted by this Agreement. The Customer reserves all rights in the Customer Data not specifically granted herein.
- 4.5 **Aggregated / anonymised data.** Vatrix retains all intellectual property rights to the data anonymised from Customer Data ("Anonymised Data"). The Customer acknowledges and agrees that, in alignment with industry best practices, Vatrix may use Anonymised Data for internal business purposes during and after the term of the Agreement. Such uses include, but are not limited to, conducting testing, enhancing security measures, analysing usage of Vatrix Services to inform product and service improvements, and improving product performance. This allows Vatrix to continuously refine and advance its offerings in response to customer needs and evolving technology landscapes.

4.6 **Feedback.** If the Customer provides any Feedback to Vatix, Customer hereby assigns such Feedback to Vatix absolutely by way of a present assignment of future rights and waives and agrees not to assert any moral rights in such Feedback. Vatix will be entitled to use the Feedback in any way it chooses anywhere in the world without any compensation or obligation to the Customer or any other person.

5 Fees, Charges and payment

5.1 **General.** Details of Fees are shown in the Order Form. Details of Charges that may apply are shown in the relevant Service Specific Terms and/or the Additional Charges List.

5.2 **Subscription Fees.** Fees for each Subscription are due in advance of the Initial Term and for renewals, in advance of the Renewal Term. Unless the Order Form specifies otherwise, the Fees are payable by no later than the date on which they are due. Where the Order Form allows the Customer to pay the Fees for a Subscription during the course of the Initial Term / Renewal Term, this does not change the payment due date but is allowed as a credit facility and is subject to receiving payment in accordance with the allowed payment schedule.

5.3 **Currency.** The currency for all Fees and Charges will be explicitly specified on the Order Form, indicated either by the currency name or symbol.

5.4 **VAT.** All Fees and Charges are exclusive of VAT or the local equivalent sales tax, unless the Order Form explicitly states that these taxes are included. Taxes will be applied at the prevailing rate for the relevant country.

5.5 **Price reviews.** Vatix reviews its Fees and Charges periodically and reserves the right to increase them as follows:

(a) **for Fees:** Prior to any adjustments, CPIH, defined as the Consumer Prices Index including owner occupiers' housing costs as published by the UK's Office for National Statistics (ONS), will serve as a benchmark for revisions. Vatix is entitled to increase Fees annually by either 5 (five) per cent or the CPIH rate, whichever is higher. These adjustments will become effective on each anniversary of the Start Date for the Vatix Service. The CPIH rate applied will be the one published for the month three months prior to the month in which the price increase is implemented;

(b) **for Charges:** unless specified otherwise in the Order Form, any increase in Charges will take effect immediately.

5.6 **Payment due dates.** Unless specified otherwise in the Order Form payment of Fees is due and payable annually in advance. Charges are due on the date they are incurred and payable within 30 (thirty) days of Vatix's invoice for them.

5.7 **Payment process and Charges.** The Customer is required to use the Payment Method specified on the Order Form for all transactions.

5.8 **Recurring Payment Instruction.** If the Agreed Payment Method specified on the Order Form is a Recurring Payment Instruction (e.g., Direct Debit or Credit Card), the Customer grants Vatix permission to automatically collect Fees, Charges, and any other due amounts under the Agreement on a recurring basis. Should there be any failure in processing payments through the Recurring Payment Instruction for any reason, Vatix will inform the Customer. The Customer is then required to rectify any payment issues within 3 (three) days and update the Recurring Payment Instruction as necessary to facilitate future payments when they become due.

5.9 **Payment by Bank or Wire Transfer.** When the Customer has agreed to a Recurring Payment Instruction as the payment method agreed on the Order Form and subsequently makes a payment via bank or wire transfer, Vatix reserves the right to levy a charge to cover the additional costs associated with processing the payment. This specific charge is detailed in the Additional Charges List.

Vatix will be entitled to suspend use of all Vatix Services if payment is late until such time as it receives the overdue payment.

5.10 **No set off.** All amounts due and payable to Vatix under the Agreement are to be received without set off, deduction, counterclaim or any withholding. If Applicable Law requires the Customer to make a withholding, the Customer will pay to Vatix an amount equivalent to the amount withheld so that Vatix receives the full amount due.

5.11 **Customer purchase orders.** If the Customer requires a purchase order to be specified as a reference for any payment, it is the Customer’s responsibility to ensure the number is included in the Order Form.

No terms referred to in the Customer’s documentation will have any legal effect and the terms of this Agreement are the only terms that apply to the provision and receipt of Vatix Services.

5.12 **Late payment.** All amounts due but unpaid at the time will be immediately due and payable and Vatix will be entitled to recover them as a debt together with the costs and expenses (including legal costs) of recovery.

Vatix will be entitled to suspend use of all Vatix Services if payment is late until such time as it receives the overdue payment together with interest at the rate set out in the Late Payment of Commercial Debts (Interest Act) 1998 from the date the payment was due until it is received by Vatix in cleared funds.

6 Suspension, cancellation and termination

6.1 **Term.** The Agreement will commence on the Start Date and will continue in full force until there are no active subscriptions for Vatix Services, at which point it will terminate automatically.

6.2 **Suspension.** Vatix will be entitled to suspend any or all Vatix Services without any liability to the Customer or any User in any of the following circumstances:

- (a) if the Customer is in breach of any of the Restrictions;
- (b) if payment of any Fees or Charges has not been received by Vatix when payable;
- (d) for the duration necessary to prevent harm or risk to other Vatix customers or other persons;
- (e) for the duration necessary to implement software fixes and to ensure the security, stability and integrity of the Vatix Services;
- (f) to comply with Applicable Law.

Fees and any applicable Charges will remain payable during the period of suspension and no refunds will be given.

6.3 **Cancelling a Subscription.** The Customer or Vatix can cancel a Subscription by giving Notice in compliance with the "Notices" procedure outlined in section 9.14 and having effect as shown in the table below.

Subscription Term	Notice required	Effective date of cancellation
Monthly (i.e. a Subscription Term of a single month)	At least 1 (one) month	The end of the month following the month in which notice is given. <i>For example, if notice is given on 4 June, the cancellation will take effect from 31 July.</i>
In all other cases	At least 3 (three) months	The end of the Initial Term if notice is given at least 3 (three) months before the end of the Initial Term.
		The end of the relevant Renewal Term if notice is given at least 3 (three) months before the end of the Renewal Term.

To give Notice of cancellation, the Customer must do so by emailing cancellations@vatix.com with "Cancellation" in the subject line in accordance with the procedure outlined in 9.14.

6.4 Obligations on cancellation of a Subscription. Upon the effective date of cancellation of a Subscription:

- (a) the Subscription will immediately cease and all licences granted to use the associated Vatix Service under the Subscription will be automatically revoked;
- (b) the Customer will ensure its Users cease to access the Vatix Service;
- (c) the Customer will ensure its Users comply with its obligations set out in each of the relevant Service Specific Terms including for the return of any devices;
- (d) the balance of payments due but which have not been received by Vatix on the effective date of cancellation will become immediately payable.

Agreed Payment method	Action
Where the Agreed Payment Method is Recurring Payment Instruction	Vatix will be entitled to take the payment using that method and, on receipt of the payment, Vatix's authority under the Recurring Payment Instruction for the Subscription will terminate.
In all other cases	The Customer will make the payment immediately.

- (e) each party will comply with its termination obligations in the Data Protection Addendum in respect of Personal Data for the Subscription.
- (f) upon cancellation of a Subscription that includes rented equipment, the Customer must comply with the relevant service-specific terms and ensure all equipment is returned to Vatix in accordance with those terms. Any equipment rented under a Subscription but not returned as per the procedures and conditions outlined in the service-specific terms will incur charges to the Customer, as specified in the Additional Charges List.

6.5 Termination by Vatix without cause. Vatix will be entitled to terminate any or all Subscriptions or the Agreement as a whole by giving at least 30 (thirty) days written notice to the Customer. If the Customer has paid Fees in advance for the remainder of the Subscription Term it shall be entitled to a refund of Fees for the remainder of the Subscription Term.

6.6 Termination by the Customer without cause. The Customer may terminate a Subscription for convenience subject to the terms specified in [clause 6.3](#). Specifically, for Subscriptions identified on the Order Form as having a Subscription Term of exactly 1 (one) month ("Monthly Subscriptions"), the Customer must provide at least 1 (one) month's written notice, with cancellation becoming effective at the end of the month following the notice month. For all other subscription terms, a notice period of at least 3 (three) months is required, with cancellation becoming effective at the end of the Initial Term or the relevant Renewal Term, contingent on the notice being issued at least 3 (three) months before the then-current Subscription Term concludes. No refunds or credits will be issued for Fees or Charges already paid or payable for the remainder of the Subscription Term. Furthermore, all payments due for the remainder of the Subscription Term must be settled in cleared funds by the conclusion of the notice period; otherwise, the termination request will be considered invalid.

6.7 Termination for breach. Vatix will be entitled to terminate any or all Subscriptions and/or the Agreement as a whole on giving written notice to the Customer:

- (a) in the event of material breach by the Customer (or any User or person using the Customer Account) that cannot be remedied;

- (b) in the event of material breach by the Customer (or any User or person using the Customer Account) that can be remedied but which is not remedied within 10 (ten) days of Vatrix giving written notice of the breach;
- (c) in the event of repeated breaches of the Agreement by the Customer (or any User or person using the Customer Account).

6.8 **Termination for insolvency and similar.** Either party may terminate the Agreement (in which case, all Vatrix Services provided under it will terminate) on giving written notice to the other if such other suffers and Insolvency Event.

6.9 **Obligations on termination.** Upon termination of the Agreement:

- (a) all Vatrix Services provided under it will immediately cease and all licences granted to use the Vatrix Services will be automatically revoked;
- (b) the Customer will and will ensure its Users cease to access the Vatrix Services and destroy all copies of Vatrix User Documentation in its / their possession or control;
- (c) the Customer will and will ensure its Users comply with its termination obligations set out in each of the relevant Service Specific Terms, including for the return of any devices that are hired from Vatrix or that have not been paid for in full;
- (d) the balance of payments due but which have not been received by Vatrix on the effective date of termination will become immediately payable.

Payment method	Action
Where the Agreed Payment Method is Recurring Payment Instruction	Vatrix will be entitled to take the payment using that method and, on receipt of the payment, Vatrix's authority under the Recurring Payment Instruction will terminate
In all other cases	The Customer will make the payment immediately

- (e) the Customer will return to Vatrix all Vatrix Confidential Information in its possession or control including any copies;
- (f) Vatrix will delete the Customer Data associated with the Customer Account as soon as reasonably practicable and will endeavour to do so within 60 (sixty) days.

The Customer acknowledges and accepts that Vatrix may retain any Customer Data for as long as necessary to comply with Applicable Law or to deal with any complaints or claims. The Customer also acknowledges and accepts that Customer Data held in back-ups will not be deleted as a result of termination and will, over time, be overwritten.

- (g) each party will comply with its termination obligations in the Data Protection Addendum in respect of Personal Data.

6.10 **Survival.** The following clauses survive termination of the Agreement: [clause 1 \(Definitions and interpretation\)](#), [clause 3.9 \(Restrictions\)](#), [clause 4.1 \(Ownership of Vatrix Services\)](#), [clause 4.3 \(Ownership of Customer Data\)](#), [clause 4.5 \(Aggregated / anonymised data\)](#), [clause 5.10 \(No set off\)](#), [clause 5.12 \(Late payment\)](#), [clause 6.9 \(Obligations on termination\)](#), [clause 7 \(Confidentiality\)](#), [clause 8 \(Liability\)](#) and [clause 9 \(General\)](#).

7 Confidentiality

7.1 **Use of Confidential Information.** Each party will keep the other's Confidential Information strictly confidential and will only use it:

- (a) in the case of the Customer, to evaluate Vatrix and determine whether the Vatrix Services are suitable for the Customer's needs and requirements;
- (b) in the case of Vatrix, to evaluate whether to accept any orders placed by the Customer;
- (c) to deal with administration of the Agreement including setting up and administering the Customer Account and dealing with any payment obligations;
- (d) to obtain insurance;
- (e) to obtain professional advice;
- (f) for internal audit purposes;
- (g) to comply with Applicable Law.

7.2 **Permitted disclosure of Confidential Information.** Each party may disclose the other's Confidential Information to the extent necessary for the purposes described in [clause 7.1](#) to its internal personnel, in the case of Vatrix to those of its Sub-processors on a need to know basis, its insurers, professional advisers and auditors subject, in each case, to the recipient being under a binding duty of confidence to protect the Confidential Information received to at least the same level as this Agreement requires and may also disclose the Confidential Information to the extent and to the person(s) necessary to comply with Applicable Law.

7.3 **Duration of confidentiality.** The restrictions in [clause 7.1](#) and the permissions in [clause 7.2](#) will continue in full force and effect after termination of the Agreement.

8 Liability

Vatrix's charges are determined based on the level of risk assumed under the Agreement, and the Customer acknowledges that the limitations on liability are reasonable. Vatrix does not underwrite the Customer's operations; therefore, should the Customer seek for Vatrix to accept a higher degree of risk, charges may accordingly increase. It may be more economical for the Customer to secure its own insurance to mitigate any potential concerns.

8.1 Nature of the Vatrix Services

ALL VATIX SERVICES AND VATIX USER DOCUMENTATION ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS.
VATIX MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT ANY OF THE VATIX SERVICES BE UNINTERRUPTED OR ERROR-FREE.

8.2 **No exclusion or limitation.** Neither party excludes or limits liability for death or personal injury caused by negligence, for fraudulent misrepresentation or for anything else that Applicable Law does not permit to be excluded or limited.

8.3 **Exclusion of implied terms.** Subject to [clause 8.2](#), Vatrix excludes all warranties implied by law and the only warranties and representations are those expressly set out in the Agreement.

8.4 **Exclusion of certain losses.** Neither party is liable for:

- (a) indirect or consequential loss;
- (b) loss of profit (but this does not include any profit element in the Fees or Charges);
- (c) loss of anticipated savings or for business interruption,
- (d) damage to reputation unless caused by wilful act; or

(e) for special damages whether direct or indirect

even if, in any case, it was known the risk might arise.

8.5 **Liability for security breaches.** Vatrix's sole obligation in respect of security is to apply and maintain the Security Measures. If any security event or issue occurs, provided that Vatrix has applied the Security Measures, it will have no liability.

8.6 **Limits on Vatrix's liability.** Subject always to [clauses 8.2, 8.3, 8.4 and 8.5](#), Vatrix's maximum liability under the Agreement (whether in contract, breach of statutory duty, tort (including negligence) or otherwise) is the amount the Customer has paid in Fees to Vatrix in the previous 6 (six) months for the Vatrix Service giving rise to the claim or for claims that are not linked to a particular Vatrix Service, the amount paid in Fees in the previous 6 (six) months in aggregate.

8.7 **Claims from Users.** The Customer will ensure that no Users bring a claim directly against Vatrix and any claim that a User has will be brought by the Customer. The limits on liability set out in [clause 8.6](#) are in aggregate for the Customer and its Users and any amounts paid to Users whether under a court order, by way of settlement or otherwise will have the effect of reducing the limit available under [clause 8.6](#) accordingly.

8.8 **Timing and process for claims.** The Customer will ensure that any and all claims it or any Users may have against Vatrix are made in writing within 30 (thirty) days of the issue giving rise to the claim occurs giving full details of the claim and why Vatrix is liable.

9 General

9.1 **Compliance.** Each party is responsible for its own compliance with Applicable Law. If the Customer is subject to specific laws, codes of practice or conduct, regulations or other rules by virtue of the industry or sector in which it operates, it is the Customer's responsibility to ensure these requirements are met.

9.2 **Authority to contract.** The Customer confirms that the person who has signed it on the Customer's behalf is authorised to commit the Customer to a legally binding contract on the terms of the Agreement.

9.3 **Brochures, catalogues, samples, adverts and descriptions.** Vatrix describes and demonstrates its offerings in a range of materials (including on the Vatrix website) and some are of the materials provided by others such as manufacturers.

The materials available or provided are only to give an overview of what Vatrix can provide. The Customer should not rely on them as being accurate and they will not have any contractual effect between the parties.

9.4 **Dispatch and delivery dates.** Vatrix will try to comply with dates given for dispatch, delivery and supply but, unless specified otherwise in the Order Form, time is not of the essence and the dates given are expected dates and not a promise to meet those dates.

9.5 **Basis of contract.** Each Order Form includes an expiry date and signed Order Forms will not be accepted after the expiry date. Each Order Form signed by the Customer and submitted to Vatrix is an offer from the Customer to Vatrix. In most cases, Vatrix expects to accept any order placed on the basis of an Order Form but reserves the right to reject any Order Form. Order Forms are only accepted by Vatrix when Vatrix confirms acceptance in writing or when the first invoice is issued, whichever is sooner.

9.6 **Communications between us.** Vatrix uses firewalls and other security technology to protect information. However, the Customer acknowledges that communications sent over the internet are never completely private and that there is a risk that any message or information sent to Vatrix may be intercepted and, potentially, read by others. Any message sent to Vatrix electronically by the Customer, any User or any person acting on behalf of them is entirely at the Customer's own risk.

From time to time, Vatrix sends service messages to its customers and will use the email address on the Customer Account for this purpose. Some of these messages may be very important. The Customer is responsible for ensuring the email address on the Customer Account is the one it wishes to use for this purpose

and for updating it as it considers appropriate. The Customer should add the Vatix domain to its list of allowable domains as Vatix is not responsible for non-delivery of emails or for the Customer's email filtering.

- 9.7 **Force majeure.** If anything happens that is beyond Vatix's reasonable control that prevents or hinders Vatix meeting its obligations under the Agreement, Vatix will notify the Customer as soon as reasonably practicable but will not be liable for failure or delay in meeting affected obligations. Vatix will use reasonable endeavours to resume performance as soon as reasonably practicable.
- 9.8 **Entire Agreement and Single Master Service Agreement.** The Master Service Agreement, as referenced in the most recent Order Form or online order page made by the Customer, represents the exclusive agreement between Vatix and the Customer concerning the subject matter. It overrides all prior discussions, negotiations, documents, and understandings, whether oral or written. Regardless of multiple orders or the use of various products from Vatix, only one Master Service Agreement is in force at any time. This is the agreement associated with the Customer's most recent order. This arrangement ensures a singular governing set of terms that applies to all previous transactions and product usage, establishing a unified contractual relationship between Vatix and the Customer.
- 9.9 **Invalidity.** If the law or any court or regulator determines that any provision of the Agreement is unlawful or unenforceable, it will be replaced with a provision that is lawful and enforceable and which gives the same effect. All other provisions will continue unaffected.
- 9.10 **Waiver.** A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law will not constitute a waiver of that or any other right or remedy, nor will it prevent or restrict any further exercise of that or any other right or remedy.
- 9.11 **Variation.** Vatix reserves the right to modify this Agreement at any time by posting an updated version on its website and by notifying the Customer accordingly (notification to the Customer's designated project sponsor or primary contact via email will suffice for this purpose). Such modifications will be considered accepted and will come into effect thirty (30) days after the date of notification (the "Effective Amendment Date"), unless the Customer provides Vatix Limited with a written objection to the amendment prior to this date. Should the Customer reject the proposed amendment, the Agreement shall persist in its current state, and the amendment will only take effect at the commencement of the Customer's subsequent Subscription Term following the Effective Amendment Date. The Customer's ongoing use of the Subscription Services after the Effective Amendment Date signifies their acceptance of the amendment. Other than as set forth herein, this Agreement may only be amended by a written document signed by duly authorised representatives of both parties.
- 9.12 **Cumulative remedies.** All remedies available in law and/or equity under the Agreement (including termination and suspension) are cumulative and do affect any other rights or remedies that may be available.
- 9.13 **Publicity.** Unless specified otherwise in the Order Form Vatix will be entitled to list the Customer as a customer of Vatix and to use the Customer's logo or brand in publicity materials (including Vatix websites and brochures).

9.14 **Notices.** Any notices to be given will be to the person or place of delivery shown in the Order Form or as otherwise notified to the other Party in writing. Notices will be given and will be deemed to have been delivered as follows:

Method of service	Deemed delivery	
by registered post, special delivery or first class post	3 (three) days after posting so long as the sender has proof of postage and has emailed a copy of it to the person who is supposed to receive the notice	
	Customer Giving Notice to Vatix	Vatix Giving Notice to Customer
	Attn: Vatix Legal Department, Unit 508, 30 Great Guildford Street, London, SE1 0HS, United Kingdom	The address shown in the Customer Account
by email	on the next day after it was sent so long as the sender has a delivery receipt for the notice or other confirmation it was received	
	Customer Giving Notice to Vatix	Vatix Giving Notice to Customer
	For notice of cancellation in accordance with clauses 6.3 and 6.6, the Customer must provide notice in writing to cancellations@vatix.com with "Cancellation" in the subject line. For all other matters, notices should be directed to legal@vatix.com with "Attention: Legal Department" in the subject line.	Notice can be sent to either the customer's email address(es) listed on the Order Form or to the email address of any User designated with the "Account Owner" role within the Customer Account.

9.15 **Assignment.** The Customer is not permitted to assign or transfer the whole or any part of the Agreement to any other person without Vatix's consent in writing. Vatix is entitled to assign or transfer the whole or any part of the Agreement to any other entity whether during the course of a sale of Vatix's business or otherwise. In addition, Vatix is entitled to transfer, factor or securitise any debt owed by the Customer.

9.16 **Fairness and insurance.** Vatix's Fees and Charges are set to reflect the level of risk it assumes under the Agreement. The Customer understands the level of risk it is taking and it is the Customer's decision whether it takes take out insurance to protect it, its personnel and its business.

9.17 **Third party rights.** A person who is not a party to the Agreement is not entitled to benefit from it or to enforce it and the Contracts (Rights of Third Parties) Act 1999 will not apply.

9.18 **Governing law.** The Agreement and all documents forming the Agreement are governed by English law and will be interpreted and construed accordingly.

9.19 **Jurisdiction.** In the event of a dispute or disagreement in connection with the Agreement or any documents forming the Agreement, the following table sets out the jurisdiction for dealing with it:

Place in which contracting Customer is established	Jurisdiction	
	Data protection issues	Other issues
United Kingdom	English courts and/or UK Information Commissioner	English courts
	English courts and/or UK Information Commissioner or Data protection supervisory authority in the relevant EEA country	
EEA countries	English courts and/or UK Information Commissioner or Data protection supervisory authority in the relevant EEA country	English courts
	English courts and/or UK Information Commissioner	
All Other Jurisdictions	English courts and/or UK Information Commissioner	English courts
	English courts and/or UK Information Commissioner	