



Service Specific Terms – Audits (formerly Workflows)

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="199 609 593 824"> <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. | | | | | | | | | | |

Description of this Vatrix Service

Vatrix's Audits is a cloud-based SaaS platform designed for comprehensive audits, inspections, checklists, and follow-ups, equipped with the latest tech to improve safety and quality in organisations. It enables uniform data collection, process standardisation, detailed reporting, and quick issue resolution. Features vary by subscription tier and pricing plan, offering a scalable solution tailored to diverse needs.

Key highlights include the user-friendly Audits Mobile App for iOS and Android, enabling on-the-go inspections with multimedia evidence support, and the Audits Web Application for managing users, customising templates, and enhancing report sharing and tracking.

By adopting Audits, organisations gain critical insights and visibility into operations, promoting a culture of continuous improvement, standardisation, and compliance.

Definitions and interpretation

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| Audits User a User that is authorised by the Customer to use the Audits Mobile App and/or Audits under the Subscription |
| Permitted Number of User Licences means the maximum number of licences for Audits that are included in the Subscription as specified in the Order Form |
| Audits Mobile App means Vatrix's app for use on a mobile device as described in the Description of this Vatrix Service above |
| Audits means Vatrix's browser-based software that may be used by the Customer and its authorised Audits Users for configuring and administering the Service |
| Vatrix Service means the provision of the Audits Mobile App and Audits licences on the terms of the Agreement |

All other capitalised terms used, but not defined in these Service Specific Terms have the meanings given in the rest of the Agreement.

Section 1 | Audits

1.1 **Ownership.** All intellectual property rights in and to Audits and Audits Mobile App 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 these Service Specific Terms are reserved to Vatrix.

1.2 **Licence.** Subject to the Customer paying all Fees and Charges when due and payable under the Agreement and to the Customer's compliance with the Agreement, Vatrix grants to the Customer the Permitted Number of User Licences for use of Audits for the term of the Subscription.

The Customer acknowledges and accepts that the licences granted for this Vatrix Service are only for the 'Audits' product and does not include access to other features such as 'Lone Working' or 'Incidents' which are licensed separately.

1.3 **Reallocation of licences.** The Customer will be entitled to allocate each licence to any User using Audits and to reallocate licences provided that it does not exceed the Permitted Number of User Licences. Vatrix will have no liability for any effect on the Vatrix Service of the Customer's reallocation of licences.

1.4 **Data Upload Limits.** The Customer will be entitled to store up to 10GB of files, media and other data on Audits. Note there is a 100MB limit per file uploaded directly to Audits.

Section 2 | General

2.1 **Variation.** These Service Specific Terms may be amended by Vatrix in accordance with the Master Service Agreement.

2.2 **Service start.** Vatrix will provide the Vatrix Service with effect from the Start Date for the Subscription Term.

2.3 **Training.** The Customer will ensure that each of its authorised Audits Users are adequately trained on how to use the Vatrix Service and that they understand the limitations, terms and conditions of the Vatrix Service.

2.4 **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) copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, transmit all or distribute all or any part of the Audits Mobile App or Audits in any form or media or by any means; or
- (b) de-compile, disassemble, reverse engineer or otherwise reduce to human readable form all or any part of the Audits Mobile App or Audits; or
- (c) access all or any part of the Vatrix Service or Audits Mobile App or Audits in order to build a product or service that competes with the Vatrix Service; or
- (d) use the Vatrix Service to provide services to third parties; or

- (e) license, sell, rent, lease, transfer, assign, distribute, display, disclose or otherwise commercially exploit or otherwise make the Vatrix Service available to any third party except authorised Audits Users; or
- (f) attempt to obtain, or assist third parties other than authorised Audits Users in obtaining, access to the Vatrix Service, other than as provided under the Agreement; or
- (g) negligently, recklessly or deliberately introduce or permit the introduction of, any virus or other disabling code into the Vatrix Service, the Audits Mobile App or Audits.

2.5 **Unauthorised access.** The Customer will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Vatrix Service and, in the event of becoming aware of any such unauthorised access or use, will promptly notify Vatrix.

2.6 **Personal Data Processing Requirements.** For the purposes of the Data Protection Addendum, the following sets out the Processing Requirements for Personal Data Processed by Vatrix as a Processor for this Vatrix Service.

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| Subject matter of the Processing |
| Recording the information related inspections, audits and follow up tasks conducted using the Vatrix Service and in accordance with its normal use. Information may include text, files, media or GPS locations which relate to the inspection or follow up task being conducted. |
| Duration of the Processing |
| For the Subscription Term plus up to 12 (twelve) months to deal with any post-termination requirements and further additional time, if relevant, to deal with any claims |
| Nature and purpose of the Processing |
| To provide the Vatrix Service and administer the Customer Account |
| Categories of Personal Data to be Processed |
| <ul style="list-style-type: none"> • First name • Last name • Contact details (including phone number, email address) • Job title • Details of inspection reports |
| Categories of data subject whose Personal Data is to be Processed |
| <ul style="list-style-type: none"> • Employees • Contractors • Persons under supervision and/or support of the Customer |
| Sub-processors that may be used |
| Vatrix may use the Sub-processors for this Vatrix Service. Details are available from https://vatix.com/legal/sub-processors |