



## Service Specific Terms – Workflows

Effective from: 19 October, 2019 – 13 March, 2024

The Agreement between Vatix and the Customer (the Agreement) is made up of the following:							
<b>Vatix Master Service Agreement</b> <a href="#">CLICK HERE</a>	These are Vatix's standard terms and include all general terms that apply to Vatix's Services and the parties						
<b>Service Specific Terms</b> <table border="1"><tr><td>Alarms</td><td><a href="#">CLICK HERE</a></td></tr><tr><td>Incidents</td><td><a href="#">CLICK HERE</a></td></tr><tr><td>Workflows</td><td><a href="#">CLICK HERE</a></td></tr></table>	Alarms	<a href="#">CLICK HERE</a>	Incidents	<a href="#">CLICK HERE</a>	Workflows	<a href="#">CLICK HERE</a>	These are additional terms that apply to the particular Vatix Service ordered by the Customer and include a description of the Vatix Service <i>This document includes details of the Processing Requirements for Customer Personal Data</i> <i>This document has priority over the Vatix Master Service Agreement for the particular Vatix Service</i>
Alarms	<a href="#">CLICK HERE</a>						
Incidents	<a href="#">CLICK HERE</a>						
Workflows	<a href="#">CLICK HERE</a>						
<b>Data Processing Addendum</b> <a href="#">CLICK HERE</a>	This sets out the terms that apply to the Processing of Customer Personal Data <i>This document has priority over the Vatix Master Service Agreement, the Service Specific Terms and the Order Form in respect of the Processing of Customer Personal Data</i>						
<b>Order Form</b>	This sets out details of the particular Vatix Service(s) ordered by the Customer						

## Description of this Vatrix Service

**Overview.** Vatrix's Workflows is a subscription service that gives your workers the ability to conduct audits, inspections, checklists and follow up tasks via the use of technology. Workflows provides visibility and insights to help raise safety and quality standards across an organisation. Your team can collect consistent data, standardise operations, send reports, identify failed areas and get problems resolved. The Vatrix Service includes the following:

### Workflows Mobile App

Mobile app available for both iOS and Android. It allows the user to easily conduct inspections from their smartphone. Users can add additional information through text, images or other media as supporting evidence for the inspection being conducted. Managers can also use the app to manage inspections and follow up actions in real-time and on the go. New features may be added to the app at Vatrix's discretion.

#### Current compatibility

- For iOS devices. iOS 10.0 or above
- For Android devices. Android 5.0 and above

### Workflows Software

This is our cloud browser based application, which is used by the Customer to configure and administer this Vatrix Service. Features include:

- managing its authorised Workflows Users
- configuring inspection/audit templates
- assigning inspection follow up tasks to its authorised Workflows Users
- adding additional supporting information to inspection reports
- audit trails of inspection reports
- exporting and sharing inspection reports

## Definitions and interpretation

**Workflows User** a User that that is authorised by the Customer to use the Workflows Mobile App and/or the Workflows Software under the Subscription

**Permitted Number of User Licences** means the maximum number of licences for the Workflows Software that are included in the Subscription as specified in the Order Form

**Workflows Mobile App** means Vatrix's app for use on a mobile device as described in the [Description of this Vatrix Service](#) above

**Workflows Software** means Vatrix's browser based software that may be used by the Customer and its authorised Workflows Users for configuring and administering the Service

**Vatrix Service** means the provision of the Workflows Mobile App and Workflows Software 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 | Workflows Software

- 1.1 **Ownership.** All intellectual property rights in and to the Workflows Software and Workflows 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 the Workflows Software for the term of the Subscription.
- The Customer acknowledges and accepts that the licences granted for this Vatrix Service are only for the 'Workflows' product and does not include access to other features such as 'Alarms' or 'Incidents' which are licensed separately.
- 1.3 **Reallocation of licences.** The Customer will be entitled to allocate each licence to any User using the Workflows Software 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 100GB of files, media and other data on Workflows. Note there is a 100MB limit per file uploaded directly to Workflows.

## 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 Workflows 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 Workflows Mobile App or Workflows Software 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 Workflows Mobile App or Workflows Software; or
  - (c) access all or any part of the Vatrix Service or Workflows Mobile App or Workflows Software 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 Workflows Users; or

- (f) attempt to obtain, or assist third parties other than authorised Workflows 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 Workflows Mobile App or Workflows Software.

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.

<b>Subject matter of the Processing</b>
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.
<b>Duration of the Processing</b>
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
<b>Nature and purpose of the Processing</b>
To provide the Vatrix Service and administer the Customer Account
<b>Categories of Personal Data to be Processed</b>
<ul style="list-style-type: none"> <li>• First name</li> <li>• Last name</li> <li>• Contact details (including phone number, email address)</li> <li>• Job title</li> <li>• Details of inspection reports</li> </ul>
<b>Categories of data subject whose Personal Data is to be Processed</b>
<ul style="list-style-type: none"> <li>• Employees</li> <li>• Contractors</li> <li>• Persons under supervision and/or support of the Customer</li> </ul>
<b>Sub-processors that may be used</b>
Vatrix may use the Sub-processors for this Vatrix Service. Details are available from <a href="https://vatrix.com/legal/sub-processors">https://vatrix.com/legal/sub-processors</a>