

## OWL END USER LICENCE AGREEMENT

**WARNING:** The OWL Services are intended to serve as a project management aid. The OWL Services are not a substitute for carrying out your operations with all due care and attention. You should not rely on the OWL Services to notify you of risks and restrictions. You are responsible for obeying all instructions given by the Project Administrator and for complying at all times with Health and Safety regulations and other applicable laws.

Please read these licence terms carefully. By installing or accessing the OWL Services and Documentation you agree to the terms of this licence which will bind you.

### 1 WHO WE ARE AND WHAT THIS AGREEMENT DOES

1.1 This licence agreement (**Licence**) is a legal agreement between you and Onwave UK Limited, a company registered in England and Wales with company number 07490613 whose registered office is at 4 Abbey Wood Road, Kings Hill, West Malling, England, ME19 4AB (referred to as **Onwave, us** or **we**) for use by you of the following “**OWL Services**” and the related electronic documentation provided to you by us from time to time (“**Documentation**”):

1.1.1 the **OWL Portal** - Onwave’s online portal which, dependent on which category of authorised user you are, enables you to add and define projects, set areas/zones, allocate other authorised users, and use the other OWL Services; and

1.1.2 the **OWL Software** - i) the software application known as OWL downloaded on to a mobile phone or other device, or ii) other dedicated tracking device, in each case to enable your location to be tracked and recorded via the OWL Services. The OWL Software includes (without limitation) its artwork, icon and appearance on screen.

### 2 SCOPE AND DURATION OF LICENCE

2.1 In consideration of you agreeing to abide by the terms of this Licence, Onwave hereby grants to you a limited non-exclusive, non-transferable licence to use the OWL Services and Documentation solely for the purpose of the project you have been assigned to and in accordance with the category of authorised user you have been given by the relevant customer or project administrator at the company or other organisation on behalf of whom you are accessing the OWL Services (with whom we have a customer agreement) (“**Project Administrator**”).

2.2 Subject to earlier termination in accordance with the terms of this Licence, this Licence shall last for so long as:

2.2.1 You remain authorised by the Project Administrator to be an authorised user; and

2.2.2 There are valid subscription units for the project which you have been assigned to as an authorised user (the OWL Portal will display a countdown timer for each project showing the number of days left of use); and

2.2.3 The customer agreement we have with the Project Administrator is still in force.

### 3 OPERATING SYSTEM REQUIREMENTS

3.1 The OWL Services require a certain amount of memory and a particular operating system in order to work. The minimum operating system requirements will vary dependent on the device and operating system being used as indicated below:

## **OWL Portal**

### **Web Browser – Minimum version requirements for OWL Portal**

Google Chrome from version 77.0.3965.90;

Safari from 13.0.2;

Mozilla Firefox from 68.2;

Microsoft Edge from 44.177763.1.0.

## **OWL Software**

### **Android**

Version 6+ with min 1GB of RAM on the device,

### **IOS**

Version 11+

## **4 YOUR PRIVACY**

- 4.1 Where personal information is collected in relation to your use of the OWL Services, this personal information will be processed by us as a data processor on behalf of the Customer, who will be the data controller.
- 4.2 The OWL Service Privacy Notice sets out what information is collected via the OWL Portal and the OWL Software and how is used by us to provide the Onwave Service. The Customer will be the controller of that information and we will only process it in accordance with the Customer's instructions. If you want more details about how your personal information is used by the Customer you should see their privacy notice or contact them directly.
- 4.3 The OWL Software will always track your location unless you have logged out of the OWL Software. Whilst logged in to the OWL Software it will continue to track your location even if the OWL Software is not accessed by you. To stop being tracked, simply log out (for example, during nonworking hours).
- 4.4 We are not responsible for how the Customer processes your personal information.

## **5 YOUR OBLIGATIONS**

- 5.1 You shall:
  - 5.1.1 use the OWL Services solely for the project assigned to you and as advised to you by your Project Administrator, and in accordance with any related instructions and guidance on use provided by Onwave as part of the Documentation;
  - 5.1.2 assume sole responsibility for any actions or activities undertaken by yourself when using the OWL Services including without limitation ensuring compliance with all applicable laws (including without limitation health and safety laws);
  - 5.1.3 where you download and use the OWL Software on a mobile phone or other relevant device you shall do so in accordance with any guidance we make

available as part of the Documentation, and in accordance with any instructions provided by the device and/or Operating System manufacturer;

- 5.1.4 keep any username or passwords (or any other security or login details) for the OWL Services in your exclusive possession and control confidential and safeguard such username and passwords (and any other security or login details) from access by any unauthorised person;
- 5.1.5 be responsible and liable for any content, materials and data submitted, posted or otherwise uploaded to the OWL Services by you; and
- 5.1.6 not act in any way that may degrade, diminish or result in the loss of performance of the OWL Services.

## **6 RESTRICTIONS ON USE**

6.1 Except as expressly set out in this Licence, you undertake:

- 6.1.1 not to copy the OWL Services or Documentation, except where such copying is incidental to normal use of the OWL Services or where it is necessary for the purpose of back-up or operational security;
- 6.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the OWL Services or Documentation nor permit any part of the OWL Services to be combined with, or become incorporated in, any other programs;
- 6.1.3 not to disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the OWL Software nor attempt to do any such things;
- 6.1.4 not to remove our copyright notice (if any) from any copies of the OWL Services or Documentation;
- 6.1.5 not to provide, or otherwise make available, the OWL Services in any form, in whole or in part (including, but not limited to, program listings, object and source program listings, object code and source code) to any person without prior written consent from us;
- 6.1.6 to comply with all applicable technology control or export laws and regulations; and
- 6.1.7 not to publish, disseminate or otherwise transmit any screenshot or other form of replication of the appearance of the OWL Services without our prior written permission except as required for sending screenshots in messages within the OWL Services.

6.2 You shall not access, store, distribute or transmit any information or material during the course of your use of the OWL Services that:

- 6.2.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
- 6.2.2 facilitates illegal activity;
- 6.2.3 depicts sexually explicit images;

- 6.2.4 promotes unlawful violence;
- 6.2.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
- 6.2.6 is otherwise illegal or causes damage or injury to any person or property;
- 6.2.7 contains any virus or device (including any software, script, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications Services, equipment or network or any other Services or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses, logic bombs, key loggers, spybots, spyware and other similar things or devices; or
- 6.2.8 infringe any third party's intellectual property rights, other proprietary rights or rights of privacy.

## 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 You acknowledge that:
  - 7.1.1 all intellectual property rights in the OWL Services and Documentation throughout the world belong to us or our licensors;
  - 7.1.2 rights in the OWL Services and Documentation are licensed (not sold) to you; and
  - 7.1.3 you have no intellectual property rights in, or to, the OWL Services and Documentation other than the right to use the OWL Services and Documentation in accordance with the terms of this Licence.
- 7.2 You acknowledge that you have no right to have access to the OWL Services in source code form.

## 8 LIMITATION OF LIABILITY

- 8.1 The OWL Services and Documentation are provided to you on an "as is" basis and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Licence.
- 8.2 Onwave does not warrant that your use of the OWL Services will be uninterrupted or error-free or that the OWL Services and/or the information obtained by you through the OWL Services will meet your requirements.
- 8.3 Onwave is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the OWL Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 8.4 The Onwave Services use satellite-based global positioning systems that provide location and timing information around the globe ("**Geolocation Services**"). There are a number of

suppliers of such services, including GPS, GLONASS and Galileo. The Geolocation Services are operated and controlled by third parties outside of the control of Onwave. Those third parties are solely responsible for the availability and accuracy of the Geolocation Services. Onwave shall not have any liability for the availability or accuracy of the Geolocation Services.

8.5 Nothing in this Licence excludes the liability of Onwave:

8.5.1 for death or personal injury caused by Onwave's negligence;

8.5.2 for fraud or fraudulent misrepresentation; or

8.5.3 any other liability which cannot be excluded or limited under applicable law.

8.6 Subject to clause 8.5 and without prejudice to the terms of the customer agreement between Onwave and the Project Operator:

8.6.1 Onwave shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this; and

8.6.2 Onwave's total aggregate liability in contract tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Licence shall be limited to £1000.

## 9 **TERMINATION**

9.1 We may terminate this Licence immediately by written notice to you if you commit a material or persistent breach of this Licence which you fail to remedy (if remediable) within 14 days after providing you with written notice requiring you to do so.

9.2 Upon termination or expiry of this Licence for any reason:

9.2.1 all rights granted to you under this Licence shall cease; and

9.2.2 you must cease all activities authorised by this Licence.

## 10 **FORCE MAJEURE**

Onwave shall not be in breach of this Licence nor liable for delay in performing, or failure to perform, any of its obligations under this Licence if such delay or failure result from events, circumstances or causes beyond its reasonable control including without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, collapse of buildings, fire, explosion or accident, non-performance by suppliers or subcontractors or interruption or failure of utility services. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

## 11 OTHER TERMS

- 11.1 **Waiver.** A waiver of any right under this Licence is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this Licence are cumulative and do not exclude rights provided by law.
- 11.2 **Entire Agreement.** Without prejudice to the customer agreement between Onwave and the Customer, this Licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.3 **Severance** If any provision of this Licence (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 11.4 **Assignment.** You may not assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Licence
- 11.5 **Third party rights.** This Licence is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.
- 11.6 **Governing Law and Jurisdiction.** This Licence and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the laws of England and the parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this Licence.