

Trend Control Systems Limited
TERMS AND CONDITIONS OF BUSINESS – MAINTENANCE & SUPPORT SERVICES

These Terms and Conditions for Maintenance and Support ("Terms and Conditions of Maintenance") apply to maintenance services provided by Trend Control Systems Limited. The sale of products shall be covered by Trend Control Systems Limited's Terms and Conditions of Sale. The Sale of Connected Services shall be covered by the Connected Building Management General Terms and Conditions.

DEFINITIONS

Supplier shall mean Trend Control Systems Limited registered in England under number 1664519 whose registered office is situated at Honeywell House, Skimped Hill Lane, Bracknell Berks RG12 1EB "Customer", "Service", "Service Charge", "Level of Service", "Equipment", "Customer's Premises", "Initial Period", "Payment Terms" and "Commencement Date" are all as specified on the face hereof or otherwise in a separate agreement incorporating these Terms and Conditions of Maintenance

THE SERVICE

1. The Customer agrees to pay Supplier the Service Charge for the Service relating to the Equipment at the Customer's Premises.

2. The Service shall commence on the Commencement Date.

3.

3.1 If any of the Equipment, the Customer's Premises, or the Level of Service are amended by written agreement between the parties, Supplier shall be entitled to vary the Service Charge with effect from the date of variation or such other date as Supplier may in its discretion determine. The Customer shall notify Supplier of any such change. Except as otherwise stated in these terms, Supplier shall not be obliged to agree any such variation.

3.2 Supplier obligations to provide the Services are subject to the Equipment not being obsolete and being capable of service and support on a reasonably economic basis (including without limitation spare parts for the Equipment remaining readily available at a reasonable price). If in Supplier's reasonable opinion the Equipment has become obsolete or is not capable of service and support on a reasonably economic basis, Supplier shall be entitled to terminate the maintenance by notice in writing to the Customer without liability to the Customer.

4. Subject to the payment and adherence by the Customer of these Terms and Conditions of Maintenance Supplier shall provide the Services during the hours specified in the Level of Service (or if none are so specified then in accordance with Supplier's normal business hours) at the Customer's Premises.

5. Where during any routine inspection, Supplier identifies a requirement for any remedial repair or action which Supplier is due to provide, Supplier will use reasonable endeavours to carry out that repair (a) at the Customer's Premises and (b) during the same visit as the original inspection. If that is not reasonably practicable, Supplier will make suitable arrangements with the Customer for the repair of Equipment off site and/or a further visit to the Customer's Premises, and will use reasonable endeavours to do so in accordance with the time scales specified in the Level of Service (or if none is specified then as soon as reasonably practicable within Supplier normal business hours).

6. If the Customer reports a defect in or malfunction of the Equipment outside Supplier normal business hours on any day, then unless otherwise specified in the Level of Service the report shall be deemed to be made at the beginning of normal business hours on the next business day.

7. Where the Services provided includes call out response then any such agreed response times will apply only to Trend Field Service engineers. Call out response times will not apply to Hosted or IT services.

8. Supplier shall use all reasonable endeavours to ensure that its representatives comply with all reasonable safety and security regulations in force at the Customer's Premises which are brought to the attention of Supplier and such representatives and to minimise damage and disruption to the Customer's business and premises.

9. In the event of the Equipment not being in good working order notice must be made by Customer by telephone confirmed in writing immediately to the appropriate regional office of Supplier. Subject to the Customer's payment and adherence to these Terms and Conditions of Maintenance, Supplier will use its reasonable endeavours to repair and restore the Equipment in accordance with the time scales specified in the Level of Service (or if none are so specified then as soon as reasonably practicable within Supplier normal working hours).

10. Maintenance under these Terms and Conditions of Maintenance does not include renewal replacement or charging of batteries, material in respect of missing, worn out or broken parts, repairs and renewals of any line wiring unless specified in the Level of Service (if any) or otherwise paid for by the Customer and unless so paid for the obligation of Supplier to provide the Service shall cease.

11. In the case of line wiring the Customer shall obtain and retain any necessary licences, way-leaves or permission for attachment for supporting such wiring, and shall pay any rent and expenses in connection with the same and be responsible for any damage that may be done to property or persons by such wiring.

12. The Equipment shall not in any way be interfered with by the Customer. Any alterations or additions to the installation which the Customer may require shall be carried out only by Supplier at the Customer's expense. Any Services required because of interference with Equipment shall be paid for by Customer.

13. Data Collection and Use. Subject to compliance with all applicable data protection laws and regulations, Supplier retains the right to utilize any and all data and information that is collected, generated, processed or transmitted by or through the products and all data and information provided or transmitted to Supplier regarding the operation or performance of the products in an aggregated or anonymized form for any business purpose, including product, software or service development, marketing or sales support or other analytics. To the extent that Supplier does not own any such information or data, Customer grants Supplier and its affiliated companies (or shall procure for Supplier and its affiliated companies the grant of) a perpetual right to use and make derivative works from such information and data for any lawful purpose.

14. Data Collection and Use. Where services require Supplier to store customer data with respect to building environmental performance then such data will be stored for a maximum period of 7 years. Customer agrees that after such time period or on termination of the services then ageing or stored data will be irrevocably deleted. Data may be archived prior to this period depending on the services provided.

15. "Service", "Service Charge", "Level of Service", "Equipment", "Customer's Premises", "Initial Period", "Payment Terms" and "Commencement Date" are subject to (i) amendment from time to time in accordance with these terms and (ii) Clause 13. For the avoidance of doubt, the Equipment excludes any other equipment or material to which the Equipment may be connected, which the Customer shall maintain in full repair and working order.

16. Where Supplier has not signed an Agreement with the Customer:-

16.1 The Service, Equipment and Customer's Premises shall be those to which Supplier has specifically agreed, and if there is any inconsistency between what Supplier has agreed to do and these terms, the former shall prevail;

16.2 Supplier charges will be as separately advised to the Customer, or if not agreed prior to the commencement of the Service, shall be in accordance with Supplier's normal charges (in either case subject to additional charges and/or variation in accordance with these terms).

LIABILITY

17. If any defect in the quality, nature or condition of parts or materials supplied hereunder or any failure of such parts or materials to comply with Supplier specification and/or description thereof shall be discovered and notified to Supplier by the Customer within 12 months of the supply by Supplier of such parts or materials, Supplier sole responsibility shall be to repair, or at Supplier option, replace any such parts or materials found to be defective by reason of faulty material or workmanship or failure to comply with such specification and/or description without charge to the Customer provided that:-

17.1 Supplier Limited shall only have such obligation if the Equipment has been properly used and operated by the Customer in accordance with instructions given by Supplier to the Customer in the use of the Equipment, these Terms and Conditions of Maintenance and generally accepted practices;

17.2 In case of storage data on the servers of Supplier, Supplier is not responsible for any loss, change, alteration or theft of data stored on their servers unless the loss, change, any other alteration or theft of data was committed intentionally or by wilful misconduct by its employees.

17.3 Where the parts or materials are not manufactured by Supplier, then Supplier liability under this Clause 17 shall be limited to passing on to the Customer, to the extent it is able to do so, the benefit of any guarantee received by it;

17.4 Supplier liability under this Clause 17 shall not exceed the amount paid by the Customer to Supplier in respect of the relevant parts or materials (or, where the cost of that part or material is included in the Service Charge, the amount of the Service Charge).

18. If Supplier fails to provide the Services in accordance with these Terms and Conditions of Maintenance with reasonable care and skill then Supplier sole responsibility shall be:-

18.1 to re-perform the Services in question without charge to the Customer; and

18.2 to repair or rectify, without charge to the Customer, any damage to the Equipment directly caused by the negligence of Supplier its employees or agents which could not reasonably have been avoided; and

18.3 subject to and without limiting Clauses 18 and 19, to be liable for any physical damage to the Customer's Premises (including any fixtures or items therein) to the extent that the same was directly caused by the negligence of Supplier its employees and agents whilst working on the Equipment at the Customer's Premises and the same could not reasonably have been avoided.

19. The Customer undertakes:

19.1 to give written notice to Supplier within a reasonable time and in any event within 30 days of any occurrence which might give rise to a claim by the Customer against Supplier under clause 13 and/or clause 14;

19.2 to give to Supplier in writing full details of such occurrence as soon as the same can reasonably be ascertained; and

19.3 to allow Supplier and its representatives every facility to investigate such occurrence.

Failure by the Customer to comply with these undertakings shall absolve Supplier from any liability in connection with such occurrence but is without prejudice to any right of Supplier in relation to any breach by the Customer of any such undertakings.

20. General limitation of liability

20.1 Supplier, its employees, agents or subcontractors shall not be liable for: (a) any indirect, incidental or consequential loss; (b) any loss arising from business interruption; (c) loss of profits; (d) loss of revenue; (e) loss of anticipated savings; (f) loss of goodwill (g) loss of data; (h) loss of opportunity; (j) loss as a result of a cybersecurity event.

20.2 Supplier shall not be liable for any loss or damage where that liability arises as a result of its knowledge (whether actual or otherwise) of the possibility of any such loss or damage.

20.3 Supplier does not seek to exclude or restrict its liability in relation to: (a) death or personal injury resulting from negligence; (b) fraud; (c) the terms implied by Section 12, Sale of Goods Act 1979; or (d) any matter in respect of which, by law, it is not permitted to restrict its liability.

20.4 Trend Control System's liability in respect of any Service provided under these Terms and Conditions of Maintenance shall in any case not exceed 125% of the annual Service Charge.

20.5 These exclusions and limitations on costs, losses and damages shall apply regardless of how the loss or damage may be caused and against any theory of liability, whether based on contract tort, or otherwise.

21. Except as stated in this Agreement, Supplier hereby excludes all conditions, warranties and stipulations, express or implied, statutory, customary or otherwise which but for such exclusion would or might subsist in favour of the Customer except that such exclusion will not apply to any implied condition that Supplier has or will have the right to pass title to any parts or materials when title is to pass.

22. The Customer acknowledges and agrees:-

22.1 Supplier has no special knowledge of the nature and value of the Customer's Premises or their contents, or of the risks to which they will or may be subject;

22.2 The potential loss or damage which the Customer might suffer in the case of any breach of contract, negligence or other breach of duty by Supplier (or persons for whom Supplier is responsible) is likely to be disproportionate to sums which Supplier can reasonably charge under agreements of this nature;

22.3 The Customer knows or should know the extent of the potential loss or damage which it might suffer in the case of any breach of contract, negligence or other breach of duty by Supplier (or persons for whom Supplier are responsible) and is therefore in the best position to insure against all risks in relation to such loss or damage;

22.4 That it is fair and reasonable for Supplier to limit and exclude its liability to the Customer as set out in these terms. Nothing in these terms shall affect the Customer's statutory rights where the Customer deals as a consumer for the purposes of the Unfair Contract Terms Act 1977.

SERVICE CHARGES PAYMENT AND TERMINATION

23. If any amount payable by Customer under these Terms and Conditions of Maintenance shall at any time be in arrears for one month or if the Customer shall commit any breach of or fail to observe any of the terms of these Terms and Conditions of Maintenance Supplier may forthwith terminate these Terms and Conditions of Maintenance by notice in writing to the Customer or (at Supplier discretion) suspend performance of Supplier obligations (or any of them).

24. The Agreement will also terminate immediately upon service of written notice of termination by Supplier on the Customer on the happening of any one or more of the following, namely, that the Customer has suffered or allowed any execution whether legal or equitable to be levied on his/its property or obtained against him/it or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or taken the benefit of any Act for relief of insolvent debtors, or convenes a meeting of creditors or enters into liquidation, or has a receiver, administrative receiver or administrator appointed or a petition presented for its winding up, or if the Customer has ceased to trade. Without limiting any other rights it may have, Supplier may (at its discretion) suspend performance of its obligations (or any of them) on or following the happening of any such events.

25. If the Equipment is connected to lines or apparatus not subject to Services under these Terms and Conditions of Maintenance Supplier shall not be notified of a fault until after tests have indicated that such fault does not originate in the said lines or apparatus.

26. Supplier shall have the right to charge at its usual rates in respect of the same, should the Equipment, without any reasonable justification be reported as faulty.

27. In addition to and without limiting any other provisions of these terms and conditions, Supplier shall be entitled to make the following adjustments to its charges under these Terms and Conditions of Maintenance:-

27.1 Where the Service Charge has been quoted by Supplier without Supplier having inspected the Equipment and/or the Customer's Premises, Supplier shall be entitled to adjust the Service Charge in line with its then standard charging policy to take account of the actual equipment, and the condition of and layout of the Customer's Premises following Supplier first physical inspection. Supplier shall notify the Customer of the adjusted charges, which shall have effect from the Commencement Date;

27.2 In addition, Supplier shall have the right to adjust the Service Charge at any time and from time to time by notice to the Customer, such adjustment to take effect on or at any time (not being earlier than the date of the notice) after the anniversary of the Commencement Date.

28. Supplier shall not be liable for loss, or damage directly or indirectly caused by any delay or failure in performing its obligations under these Terms and Conditions of Maintenance arising from: (a) force majeure which term shall include any cause beyond the reasonable control of Supplier including without limitation lightning and other Acts of God, industrial disputes (including disputes involving the whole or part of the work force of Supplier or its subcontractors) acts of any governmental or other authority, fire, explosion, flood, epidemic and inability or delay in obtaining supplies or adequate or suitable materials and unavailability of public internet and communication networks; (b) a change in law, statutory requirements or building regulations implemented after the date of the proposal; (c) any breach of the agreement or act of prevention by Customer or others for whom Customer is responsible; (d) and instruction of Customer or others for whom Customer is responsible; (e) instruction of Customer or others for whom Customer is responsible; (f) any consequence whatsoever which arises as a result of the outcome of the United Kingdom European Membership Referendum on 23rd June 2016 and/or any subsequent referendum which may take place; or (g) the discovery of hazardous substances or asbestos at the premises; then the time for performance of the obligations affected will be extended by such period of delay.

29. Save as expressly provided otherwise in these Terms and Conditions of Maintenance will continue until determined by either party giving to the other not less than one month's prior notice in writing to terminate, such notice expiring on the expiry of the Initial Period or on any subsequent anniversary of such date. Without limiting the foregoing, if the Customer directly or indirectly purports to terminate the maintenance at an earlier time (whether under Clause 27.2 or otherwise) or Supplier in its discretion agrees to any earlier termination at the request of the Customer, the Customer shall immediately become liable to pay (and Supplier shall be entitled to make its agreement conditional on payment by the Customer of) (a) all arrears of charges hereunder accrued at that date of termination; (b) repayment in full by the Customer of all discounts allowed by Supplier to the Customer in respect of the Agreement prior to that date of termination (including without limitation any discount given in return for the Customer entering into a long term agreement).

30. The Customer shall pay to Supplier:

30.1 The cost of bringing the Equipment up to the pre-requisite Supplier standard if the Equipment was not installed or has not been regularly maintained by Supplier in which event Supplier shall within 90 days of the Commencement Date notify the Customer of the chargeable work which Supplier will undertake to bring the Equipment up to the pre-requisite Supplier standard;

30.2 The first payment for the Service Charge on or before the Commencement Date and thereafter in accordance with the Payment Terms;

30.3 For chargeable work and for work carried out at the request of the Customer or his/its representative and invoiced by Supplier (other than the Service Charge) within 30 days of the date of invoice;

30.4 The cost of fitting and providing alternative or compatible equipment if the Equipment or any part thereof becomes obsolete or irreparable. Supplier will supply to the Customer proposals and quotations for the supply installation and service of the alternative equipment. Unless the parties agree to such proposals and quotations, Supplier shall be entitled to terminate in accordance with Clause 3;

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- 30.5 The cost of fitting and providing any modification to the Equipment, or replacement, alternative or comparable equipment required as a result of any change to any other equipment, network, or system (including any telecommunications systems change) or any change whatsoever in any legal or technical requirement, or operating practice which impacts the operation of the Equipment;
- 30.6 Any charges relating to the Service or Equipment levied by any police, fire, telecommunications or other statutory or similar authority;
- 30.7 Value Added Tax at the prevailing rate from time to time and other payments imposed by or pursuant to statute;
- 30.8 On request, and without limiting any other right or remedy available to Supplier, interest at the higher rate of 3% per annum above the base rate from time to time of National Westminster Bank plc and the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 (running from day to day and compounded monthly) on all sums overdue, from the due date for payment until the date for payment and accruing before as well as after judgement (a part month being treated as a full month for the purpose of calculating interest);
- 30.9 For the avoidance of doubt, the Customer shall pay to Supplier on a full indemnity basis, all costs, expenses, losses and liabilities incurred by Supplier in connection with any third party costs and legal expenses incurred by Supplier Limited in obtaining judgment against the Customer.

- 44.11 SIM Supplier nor Supplier provide any warranty on the quality or availability of any mobile data communication networks or services;

CLOUD SERVICES

45 Where the Services to be provided include Cloud Services where Customer building data is stored within the Supplier's Cloud data store and Customer's Users may access such data using software installed on Customer devices, then the Connected Solutions General Terms and Conditions ("GTC") will apply exclusively to these cloud services. The GTCs can be found at: https://www.trendcontrols.com/en-GB/Documents/Trend_Terms_and_Conditions-Cloud_Services.pdf. Customer must sign and agree to GTCs prior to accessing such services. Use of software and apps on Customer devices is subject to acceptance of End User Agreement at time of software installation.

CYBERSECURITY

- 46. Where Customer has responsibility for IT infrastructure and platform the Customer acknowledges and agrees:-
 - 46.1 Customer is responsible for providing and maintaining an operating environment with at least the minimum standard specified by Supplier. This includes complying with applicable Cybersecurity standards and IT security and Data Communications best practices including those recommended by any National Institutions in the Customers territory.
 - 46.2 To promptly notify Supplier if a Cybersecurity event occurs and facilitate Supplier's investigation of any cybersecurity event involving the Goods, Software or Services, Customer will cooperate with Supplier in any investigation, litigation or other action, as deemed necessary by Supplier to protect its rights relating to a Cybersecurity event.
 - 46.3 If a Cybersecurity event occurs Customer shall take reasonable steps to immediately remedy any event and prevent further events at Customer expense in accordance with applicable laws regulations and standards. Customer further agrees that it will use its best efforts to preserve forensic data and evidence in its response to a cybersecurity event. Customer if requested will make available this forensic evidence and data to Supplier.
 - 46.4 Supplier shall not be liable for damages caused by a Cybersecurity event resulting from Customers failure to comply with these terms or Customers failure to maintain reasonable and appropriate security measures.

CONFIDENTIALITY

47. Confidential information includes any information or data that are provided by one party (the disclosing party) to the other party (the receiving party) in any form, including any information or data relating to the operation or performance of products and all data generated by the products which are aggregated and de-identified. However, such information or data may be used by Supplier in accordance with sections 13 & 14 above.

DATA PROTECTION

- 48.1 Supplier will process Customer's personal data as necessary to sell the products and/or to provide the services to Customer and to meet Supplier's obligations under any purchase order and applicable law as a data processor. Supplier shall process Customer's personal data during the period of performance of any Customer's purchase order governed by these terms and conditions and thereafter.
- 48.2 Privacy. Data about Customer, Users and/or Customer's or their employees, customers, contractors or Affiliates that is recognized under law as "personal data" or equivalent terms ("Personal Data") may be processed in relation to the Connected Contract and including: (i) data subjects - employees of Customer and their customers, contractors or Affiliates; and (ii) data categories - name, contact information (e.g. addresses, emails and telephone), IP address, location, images, video and system, facility, device or equipment usage data. If laws of a Jurisdiction recognize the roles of "controller" and "processor" as applied to Personal Data then, as between Customer and Supplier, Customer act as controller and Supplier act as processor and shall process Personal Data on behalf of and in accordance with Customer's documented instructions, the Connected Contract and applicable laws and only to the extent, and for so long as necessary, to provide, protect, improve or develop the Connected Solution and/or related services and perform rights and obligations under the Connected Contract. Customer authorize Supplier to share Personal Data with sub-processors located in any jurisdiction, provided Supplier will use legally enforceable transfer mechanisms and contractually require them to abide by similar terms with regards to processing of Personal Data. Supplier have no liability arising from processing of Personal Data in compliance with the Connected Contract. Supplier shall refer data subject requests to the Customer and provide reasonable assistance to enable them to: (a) comply with requests; (b) enable security; (c) respond to complaints or inquiries or conduct any impact assessments; and (d) verify compliance with Supplier's obligations in this Clause (including participating in Personal Data audits), provided Customer reimburse all reasonably incurred costs. Upon termination Supplier shall delete or anonymize all Personal Data, except if required or permitted by applicable law for compliance, audit or security purposes. If Supplier process Personal Data relating to data subjects in the European Economic Area ("EEA"), Switzerland or Philippines: (i) if Supplier believe any instruction will violate applicable privacy laws, or if applicable law requires Supplier to process Personal Data relating to data subjects in the EEA in a way that is not in compliance with Customer's or user's documented instructions, Supplier shall notify the Customer in writing, unless the law prohibits such notification on important grounds of public interest; (ii) Supplier shall upon request make available the identity of sub-processors and notify intended addition or replacement and Customer have 5 business days to object. If Customer object, Supplier may terminate Customer's use rights without penalty on written notice; and (iii) Supplier shall ensure personnel processing Personal Data of EEA data subjects have committed to confidentiality in relation to such processing. Where transfers of Personal Data require: (y) Customer authorize Supplier and their Affiliates to act as agent for the limited purpose of binding Customer as principal, in the capacity of "data exporter", to Supplier's inter group or Honeywell and service provider data transfer agreement comprising the Standard Contractual Clauses for the transfer of personal data to processors established in third countries adopted by the European Commission ("SCC"); and (z) the parties agree that the SCCs (https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en or more recent website) shall be deemed to have been signed by Customer or their Affiliates, in the capacity of "data exporter", and by Supplier or our Affiliates, in the capacity of "data importer".

GENERAL

- 31. The Customer shall:
 - 31.1 at all times keep the Equipment in the environmental conditions recommended by the manufacturer of the Equipment or as may from time to time be advised in writing by Supplier;
 - 31.2 not move the Equipment from the Customer's Premises without obtaining the prior written consent of Supplier;
 - 31.3 use the Equipment only in accordance with such instructions and recommendations relating to the care and operation of the Equipment as may be issued by the manufacturer of the Equipment or as may from time to time be advised in writing by Supplier;
 - 31.4 not without the written consent of Supplier, allow any person other than Supplier to adjust, maintain, repair, replace or remove any part of the Equipment; and
 - 31.5 be responsible for all carpet lifting and refitting, building work or decoration arising in connection with the provision of the services and make available free of charge to Supplier all necessary ladders or scaffolding or other items required for access to the Equipment provided that where Supplier agrees to do or provide any such work or items itself, the Customer shall pay Supplier reasonable charges in respect of that work or those items.
- 32. The Customer shall ensure that Supplier and its authorised representatives have full and free access to the Equipment and to any records of its use kept by the Customer to enable Supplier to perform its duties.
- 33. The Customer shall provide Supplier with such information concerning the Equipment, its application, use, location and environment as Supplier may reasonably request to enable it to carry out its duties.
- 34. The Customer shall take all steps as may be reasonably necessary to ensure the safety of any of Supplier personnel who visit any premises of the Customer.
- 35. Supplier may withdraw the Service by notice in writing at any time and disconnect the Equipment if the police, fire, telecommunications or other statutory or similar authority withdraws permission for connection of the Equipment to their services.
- 36. Any modifications or additions to the Service or Equipment required by the police, fire or other authority will be paid for by the Customer.
- 37. If at any time any clause, sub-clause or part of these Terms and Conditions of Maintenance is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable, that shall not affect or impair the legality, validity or enforceability of any other clause, sub-clause or part.
- 38. Unless Supplier otherwise advises, the provision by Supplier of a single copy of the following standard documentation is included in the Service Charge:
Contract documentation (and appendices); and service reports (issued after each planned maintenance visit and each on demand fault call out). Supplier shall be entitled to vary the types of standard documentation so supplied from time to time. Supplier shall be entitled to charge the Customer Supplier's standard administration charge for any additional copies of items supplied or for any documentation information not included in the Service Charge, which Supplier agrees to provide to the Customer.
- 39. Nothing in these Terms and Conditions of Maintenance shall give any third party any rights enforceable against Supplier.
- 40. Where any parts or materials ("the Goods") are to be supplied and sold to the Customer under the Agreement, risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery to the Customer. Property in the Goods shall not pass to the Customer until Supplier has received cleared funds for all sums due to it in respect of the Goods and all other sums which are or which become due to Supplier from the Customer on any account. Until property in the Goods has passed to the Customer, the Customer must hold the Goods on a fiduciary basis as Supplier's bailee; not to destroy, deface or obscure any identifying mark or packaging on or relating to the Goods and maintain the Goods in satisfactory condition. The Customer's right to possession of the Goods shall terminate immediately if any of the events referred to in Clause 24 occur (whether or not Supplier has terminated or suspended the Agreement). Supplier shall be entitled to recover payment for the Goods notwithstanding that property in any of the Goods has not passed to the Customer. The Customer grants Supplier, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.
- 41. The Supplier may at any time assign, transfer or novate any or all of its rights and obligations under this agreement to a Trend certified Partner. Customer agrees that any such assignment, transfer or novation may be effected by Supplier delivering to you a notice to that effect providing all necessary information.
- 42. These Terms and Conditions of Maintenance shall be governed and construed in accordance with English Law and the parties submit to the non-exclusive jurisdiction of the English Courts.
- 43. Supplier reserves the right to provide Customer with newsletter about its products, provided Customer has at all times option to opt out from this service.

DATA COMMUNICATION SERVICE – SIMS

- 44. The following shall apply where Customer opts for use of SIMs by a 3rd party SIM Supplier ("SIM Supplier") to enable data communications:
 - 44.1 Use of the SIMs and the Communication Services is only permitted in conjunction with the communication module provided by Supplier under this Agreement or any other agreement, and strictly in accordance with the terms of this Agreement; Customer shall not lease, resell, assign, distribute, sublicense or otherwise use the SIMs and/or Communication Services;
 - 44.2 Use of the SIMs and the Communication Services is only permitted for Machine-to-Machine mobile data transmission, excluding use for any other purposes such as voice or voice-related services, unless otherwise agreed with Supplier;
 - 44.3 SIMs and Communication Services shall only be used in strict accordance with all applicable laws and regulations, including any applicable privacy, data protection and electronic communications laws and regulations;
 - 44.4 Any alteration, manipulation or modification of the SIMs or the Communication Services, for any reason whatsoever, is strictly prohibited;
 - 44.5 IP Rights in relation to the SIMs and the communication services shall remain vested in SIM Supplier;
 - 44.6 Customer shall take all reasonable security and other measures (such as PIN protection and use of fixed dialing numbers) to protect the SIMs and the Communication Services against any fraudulent, abusive or other unauthorized use, and shall immediately report any such misuse to Supplier. Customer shall take all reasonable measures to prevent and detect any such misuse and to immediately stop any detected misuse of SIMs and Communication Services;
 - 44.7 Customer shall take all reasonable security and other measures to protect the SIMs and the Communication Services against theft, loss, damage or unauthorized access, and shall be solely liable for any costs or charges resulting from any such event;
 - 44.8 Customer shall at all times refrain from connecting any devices or applications to the network or to the communication module provided by Supplier that could cause disturbance of or interference with the SIMs and/or the Communication Services;
 - 44.9 Customer shall be solely and exclusively liable for any use of the SIMs and/or Communication Services in breach of this Agreement, including this Schedule, and shall indemnify and hold harmless Supplier and/or SIM Supplier against any claims whatsoever resulting from any such breach;
 - 44.10 SIM Supplier can either suspend or deactivate the SIMs and Communication Services in the event of any breach by the Customer of these terms and conditions;