



GENERAL TERMS AND CONDITIONS FOR PORTAL PROVISION

BY SUBSCRIBING FOR A PORTAL, THE CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS SET OUT BELOW.

1. INTERPRETATION

1.1. Definitions

Client: any customer of the Customer which has entered into an agreement with the Customer in relation to the provision of access to the Portal to manage a subset of its Sites and Devices.

Conditions: these terms and conditions.

Customer: the person who purchases a Portal subscription in accordance with these Conditions.

Customer Branding Material: has the meaning given to it in Condition 3.2.

Device: means any current or new device whose firmware supports connecting to the Portal which is used in order to remotely monitor or control a lighting, audio or other system.

Portal: the downstream web portal provided by the Supplier to the Customer.

Portal Administrators: those persons designated by the Customer to act as administrators of the Portal in accordance with Condition 8.

Release: has the meaning given to it in Condition 2.3.

Services: the downstream services to be provided by the Supplier to the Customer and/or the Users which are accessible via the Portal.

Site: a group of one or more Devices, which can be managed by a particular User or group of Users.

Super Administrator: has the meaning given to it in Condition 8.4.

Supplier: Pharos Architectural Controls Limited (registered in England and Wales with company number 05286891).

Users: those employees, agents and independent contractors of the Customer, or those of a Client, who are authorised by the Customer (via the Portal) to access Sites within the Portal in order to access and use the Services.

2. PORTAL SET UP

- 2.1. The duration of the Portal subscription and all related fees and expenses shall be agreed by the Supplier and the Customer prior to Release.
- 2.2. The Customer shall provide to the Supplier all information reasonably requested by the Supplier to allow the Supplier to set up the Customer's Portal.
- 2.3. The Supplier shall use its reasonable endeavours to procure that the Portal is made available to the Customer (Release) not more than 10 working days after the later of:
 - (a) payment of the Supplier's invoice for the agreed Portal set up fees; and
 - (b) receipt of all requested information.

3. PORTAL BRANDING

- 3.1. Optional Portal branding is limited to the branding options offered by the Supplier at the date of Release. If additional branding options are developed by the Supplier following the Release date, the Supplier may at its discretion offer such additional options to the Customer.
- 3.2. Customer shall provide the Supplier with such information and other material reasonably required to complete the branding of the Portal (Customer Branding Material).
- 3.3. Within 14 working days after the later of
 - (a) payment of the Supplier's invoice for agreed Portal branding fees and
 - (b) receipt of the requested Customer Branding Material, a theme will be shown for approval by the Customer. Once approved, the branding shall be applied to the Portal not more than 15 working days after receipt of approval.
- 3.4. The Supplier reserves the right to modify the branding of the Customer's Portal at any time if required for technical reasons beyond the reasonable control of the Supplier.
- 3.5. The Customer hereby grants the Supplier an irrevocable, non-exclusive and royalty-free licence to use Customer Branding Material for the purposes of branding and hosting the Customer's Portal in accordance with these Conditions.

- 3.6. The Customer warrants and represents to the Supplier that the Customer Branding Material does not infringe the intellectual property rights of any third party.

4. PORTAL CONTENT

- 4.1. The Customer shall not (and shall procure that the Users shall not) access, store, distribute or transmit any viruses, or any material during the course of its use of the Portal (including, without limitation, any Customer Branding Material or domain name) that:
 - (a) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - (b) facilitates illegal activity;
 - (c) depicts illegal sexually explicit images;
 - (d) promotes unlawful violence;
 - (e) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability;
 - (f) infringes any third party intellectual property right; or
 - (g) is otherwise illegal or causes damage or injury to any person or property.

5. DOMAIN LINKING

- 5.1. The Customer may link a domain to its Portal for an additional fee.
- 5.2. The Customer is responsible for ensuring that it has the right to use the domain for the purposes of linking to the Supplier's services and managing the domain settings to ensure it is capable of being linked for this purpose, and shall be responsible for all costs related thereto.
- 5.3. The Supplier will advise the Customer of the required domain settings. In particular, the Customer is required to adjust the DNS settings for the relevant domain to achieve domain linking and to verify the TLS certificate.
- 5.4. The Supplier shall activate the domain link within 15 working days after the later of
 - (a) payment of The Supplier's invoice for domain linking and
 - (b) receipt of all requested information and (iii) correct DNS settings applied for the relevant domain by the Customer.
- 5.5. Changes to the domain after initial setup will be offered for an additional charge by the Supplier.

6. PORTAL FEATURES

- 6.1. The Supplier shall support all Portal features available on Release for the lifetime of the Portal.
- 6.2. The Supplier reserves the right to make non-material modifications to how features are presented at any time, provided these do not fundamentally alter the functionality of the relevant feature.
- 6.3. The Supplier may from time to time develop additional features. The Supplier shall notify the Customer of any relevant additional features and the proposed fee (if any) for implementation in the Customer's Portal. Any purchase of additional feature(s) shall be at the discretion of the Customer.
- 6.4. The Supplier reserves the right to remove or disable any feature for technical reasons beyond the reasonable control of the Supplier, but shall not otherwise remove or disable Portal features available on Release.
- 6.5. For the avoidance of doubt the Supplier shall not seek to levy any additional charge following Release for any feature available for use by the Customer in substantially the same form without additional charge on Release.

7. PORTAL ADMINISTRATORS

- 7.1. The Customer shall provide at least 1 User to be designated as a Portal Administrator. The Supplier shall provide such user(s) with necessary permissions to act as Portal Administrator. The Customer may by email to the Supplier vary the Portal User(s) to be designated as Portal Administrators. The Supplier shall execute all requested changes within 2 working days of receipt.
- 7.2. The Portal Administrator(s) will by default be designated as an owner of all Sites in the Portal.
- 7.3. The Customer shall procure that its Portal Administrator(s) respond to any communication from the Supplier related to Portal and Site administration in a timely manner.

8. PORTAL ACCESS

- 8.1. The Customer acknowledges and agrees that its designated Portal Administrator(s) are entitled to regulate access to the Portal (including the ability to set permissions to enable users to invite other users to access the Portal).
- 8.2. It is the responsibility of the Customer to ensure permissions, and permissions to set permissions, are granted appropriately by its Portal Administrator(s) in order to facilitate the Customer's desired operation of the Portal.
- 8.3. For some Portal-wide permissions (for example adding additional Portal Administrators), at the discretion of the Supplier only the Supplier will be able to set relevant permissions following an email request being duly received from the Customer to the Supplier's designated address.
- 8.4. When deemed necessary by the Supplier (for security or the effective operation of a Portal), or if requested by the Customer, Portal permissions may be accessed only by an appropriate employee of the Supplier or its designated subcontractors (a Super Administrator). The Supplier shall limit the restriction of permission modifications to Super Administrators to circumstances where it is strictly necessary, and all relevant activity by the Super Administrator will be logged.

9. PORTAL MARKING

- 9.1. Each page in the Portal may be marked with the logo of the Supplier or its designated technology partner, at the discretion of the Supplier.
- 9.2. The Supplier grants to the Customer a non-exclusive, royalty-free licence to use the Supplier or its designated technology partner's mark for the purposes of publicising its Portal and its re-selling of services to its clients. The Customer shall comply with the directions contained in the Brand Guidelines of the Supplier or its designated technology partner (as applicable), available on request.

10. SERVICE LEVEL COMMITMENTS

- 10.1. The Supplier will use its reasonable endeavours to provide an uptime of 99.9%.
- 10.2. The Supplier will maintain security protocols to an equivalent standard as those applying on Release and shall use its reasonable endeavours to update security over time in accordance with good industry practice.
- 10.3. Updates to the Portal may be undertaken at the discretion of the Supplier.
- 10.4. The Supplier shall notify the Customer of any significant changes via email at least 2 working days in advance of a Portal update.
- 10.5. The Supplier shall use its reasonable endeavours to provide a first response to bug or other issues reported by email to the Supplier's designated support email address with 2 working days of receipt.
- 10.6. In the unfortunate event that a Device becomes unresponsive, the Supplier will provide remote support to assist in resolving the issue.
- 10.7. The Supplier is not responsible for any costs resulting from site visits by the Customer or any third party to resolve an issue.

11. HOSTING AND BACKUP

- 11.1. The Portal will be hosted by a service selected by the Supplier.
- 11.2. The Supplier will ensure the data in the Portal is segregated, with access restricted to designated Portal Users and Super Administrators.
- 11.3. The Supplier shall follow its archiving procedures for Device data as set out in its backup policy, available on request. The Supplier's backup policy may be amended by the Supplier in its sole discretion from time to time.
- 11.4. The Customer shall bear its own costs relating to its own Internet access necessary to access the Portal.

12. FAIR USE POLICY

- 12.1. The Customer shall, and shall procure that its designated users use the Portal only for its intended purpose. No attempts will be made to identify limitations in performance or limitations or flaws in the security of the system, without the written consent of the Supplier
- 12.2. In the event the Supplier detects a User is attempting to identify any such limitation, the Supplier may suspend that User from the Portal and will promptly notify the Customer.

13. DATA PROTECTION

- 13.1. For the purposes of this Condition 13, Data Protection Laws means any applicable laws and regulations in any relevant jurisdiction relating to the use or processing of personal data including EU Regulation 2016/679 (GDPR) and the terms Data Subject, Personal Data, processing, processor and controller shall have the meanings set out in the GDPR.
- 13.2. Each party shall comply with the provisions and obligations imposed on it by the Data Protection Laws when processing Personal Data in connection with the Portal and relevant Sites.
- 13.3. To the extent that a party processes any Personal Data on behalf of the other party, the processing party shall:
 - (a) comply with the provisions and obligations imposed on a processor by the GDPR, including the stipulations set out in Article 28(3)(a)-(h) which form a part of, and are incorporated into, these Conditions as if they were set out in full, and the reference to "documented instructions" in Article 28(3)(a) shall include the provisions of these Conditions; and
 - (b) not disclose any Personal Data to any Data Subject or to a third party other than at the written request of the other party or as expressly provided for in these Conditions.
- 13.4. If either party receives any complaint, notice or communication which relates to the processing of Personal Data by the other party or to either party's compliance with the Data Protection Laws, or if any Personal Data processed in connection with the Portal and relevant Sites is subject to a personal data breach (as defined in the GDPR), it shall immediately notify the other party and provide the other party with reasonable co-operation and assistance in relation to any such complaint, notice, communication or personal data breach.

14. DATA

- 14.1. The system will store email, name and phone number for each user of the Portal.
- 14.2. This personal data will be used for service-related functionality and communication.
- 14.3. Upon written request by a user who no longer wishes to use the service, all personal data for the User will be permanently erased from the system.

15. TERMINATION

- 15.1. A Portal can be terminated by the Customer at any time by notice to the Supplier. The Supplier will terminate the Portal within a maximum of 7 working days following receipt of such notice. On termination by notice from the Customer, no refunds of any charges for Portal provision and related services (including branding and/or domain linking) (whether or not representing advance payments) will be provided.
- 15.2. A Portal may be terminated by the Supplier immediately if:
- (a) the Customer breaches any of these Conditions;
 - (b) the Portal holds only Sites in Construction or Standby for a period of 12 consecutive months; or
 - (c) the Customer fails to pay any invoice within 30 working days of its due date, in which event no refunds of any charges for Portal provision and related services (including branding and/or domain linking) (whether or not representing advance payments) will be provided.
- 15.3. A Portal may be terminated by the Supplier for any reason on not less than 12 months' notice to the Customer. Subject to Condition 15.4, in the event of termination on notice in accordance with this Condition 15.3, no refunds of any charges for Portal provision and related services (including branding and/or domain linking) (whether or not representing advance payments) will be provided.
- 15.4. In the event that the Customer has purchased a lifetime Portal subscription, if the Portal is terminated in accordance with Condition 15.3 and such notice takes effect prior to the date falling 48 months after the date of Release (such date being the Minimum Period Date), the Supplier shall reimburse the relevant proportion of the charges paid by the Customer for Portal provision (excluding branding or domain linking fees), where the relevant proportion equals $x/48$, where x equals the number of complete months between the date of termination and the Minimum Period Date.
- 15.5. Upon termination of a Portal for any reason all Portal data will be permanently removed promptly, and in any event within a maximum of 5 working days.

16. LIMITATION OF LIABILITY

- 16.1. Nothing in these Conditions excludes the liability of either party:
- (a) for death or personal injury caused by negligence;
 - (b) for fraud or fraudulent misrepresentation; or
 - (c) for any liability which cannot be excluded at law.
- 16.2. Subject to Condition 16.1:
- (a) the Supplier shall not be liable whether in contract, tort (including for negligence or breach of statutory duty), misrepresentation or otherwise for any loss of profits, loss of business, depletion of goodwill or loss or corruption of data or information, or for any indirect or consequential loss however arising; and
 - (b) the Supplier's total aggregate liability to the Customer in respect of all events arising in each calendar year whether in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the provision of one or more Portals to the Customer shall be limited to the greater of 100% of the total fees and charges paid by the Customer in the relevant calendar year and £10,000.

17. FORCE MAJEURE

- 17.1. The Supplier shall have no liability to the Customer if it is caused by acts, events, omissions or accidents beyond its reasonable control.

18. GOVERNING LAW AND JURISDICTION

- 18.1. These Conditions and any dispute or claim (whether contractual or non-contractual) arising out of or in connection with them, their subject matter or formation of the related contract shall be governed by and construed in accordance with the law of England and Wales.
- 18.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with these Conditions, their subject matter or formation of the related contract.