



## Supply of Products and Services Agreement

### Contract Date:

THIS AGREEMENT is made BETWEEN:

1. Whitespace Work Software Ltd whose administrative offices are at White Lodge Farm, Goose Rye Road, Worplesdon, Surrey, GU3 3RJ, UK (Whitespace)  
  
and
2. <client company name>, <client registered offices> (the 'Client')

Effective Date: <date>

## Products and Services Agreement

---

### 1. Definitions

- 1.1. **"Agreement"** means the agreement between Whitespace and the Client, consisting of the Order Form and any attachments thereto, including the General Terms and Conditions.
- 1.2. **"Effective Date"** means the date this agreement starts.
- 1.3. **"Force Majeure"** means any cause beyond the reasonable control of the party affected, which affects the performance of the Agreement, including in any case prolonged break-down of transport, telecommunication or electric current.
- 1.4. **"General Terms and Conditions"** means these general terms and conditions for Whitespace Service.
- 1.5. **"Confirmation of Requirements"** means the documentation agreed by both parties following the Workshops and subsequent relevant Services activities. There shall be one Confirmation of Requirements document for each Project under this Agreement;
- 1.6. **"Term"** means period of time that the agreement is in effect, as specified in Section 3.
- 1.7. **"Data"** means information stored within the Whitespace Service or on the mobile device and other messages sent to or from the Whitespace service.
- 1.8. **"Mobile Communication Services"** means the mobile electronic communication services used for transmitting the Data.
- 1.9. **"Order Form"** means the order form pursuant where to Whitespace will provide to the Client and the Client will take from Whitespace in accordance with the terms of the Agreement. This can be either in paper form or via the Whitespace website.
- 1.10. **"Price List"** means the prices specified in the Order Form.
- 1.11. **"Territory"** means the territory specified in the Order Form.
- 1.12. **"Whitespace Platform"** means the IT systems that run the Whitespace Service.
- 1.13. **"User"** and **"End User"** a person authorised by the Client to access and use the Whitespace Service.
- 1.14. **"Whitespace Service"** means the online Business to Business services, as available from Whitespace.
- 1.15. **"Whitespace Website"** means the website <https://www.whitespacews.com>.
- 1.16. **"Whitespace Mobile App"** means the Whitespace Mobile Service Mobile Device Application.
- 1.17. **"Certified Devices"** means those Mobile Devices warranted by Whitespace to run the Whitespace Mobile App.
- 1.18. **"GPS"** Means Global Positioning System as a generic terminology used for ascertaining the latitude and longitude position of a Mobile Device.
- 1.19. **"End-Customer"** means the consuming organisation at the point of delivery for the Whitespace Service. This is specific to resellers of the Whitespace Service.
- 1.20. **"Confidential Information"** means information, whether of a technical or non-technical nature and whether of a tangible or intangible form, and shall include, but not be limited to, schematics, drawings, models, photographs, sketches, manufacturing processes, devices, techniques, plans, methods, blueprints, reproductions, data tables, calculations, software, programs, program code, product developments, financial and business affairs, future plans or business relationships, prospect or customer lists, and letters.
- 1.21. **"Delivery Plan"** means the agreed Project Plan for the implementation or deployment of the Whitespace Service to the Client as detailed in **Schedule 1**.

## Products and Services Agreement

---

- 1.22. "**Modifications**" means any changes to the then current functionality or performance of the Whitespace Service requested by the Client or End-Customer.
- 1.23. "**GDPR**" means General Data Protection Regulation being Regulation (EU) 2016/679 and the Data Protection Act 2018 and any replacement legislation in England and Wales.
- 1.24. "**ICO**" means the Information Commissioner's Office (<https://ico.org.uk>) or any replacement authority in England and Wales.
- 1.25. "**Controller**", "**Data Subject**", "**Processor**", "**Personal Data**", "**Personal Data Breach**", "**Process/Processing**", shall have the meanings set out in the GDPR.

## Products and Services Agreement

---

### 2. Grant Of Rights

- 2.1. This Agreement does not include the right, and the Client will not, and will not permit any other person or entity to, update, upgrade or in any way alter or modify the Whitespace Service; disassemble, decompile, copy or reverse engineer or otherwise attempt in any way to gain access to, possession of or an understanding of Whitespace Service source-code; or use any Intellectual Property Rights owned by Whitespace and/or its parents and/or affiliates.
- 2.2. Whitespace reserves the right at any time or from time to time, to discontinue, add, or change the Trademarks.
- 2.3. Rights to use to the Whitespace Service shall not pass to the Client until:
  - 2.3.1. the date that the Price and any additional costs payable, including any applicable value added tax, have been paid in full to Whitespace;
  - 2.3.2. and the Client has signed and returned to Whitespace the Acceptance Certificate, as detailed in **Schedule 5**.
- 2.4. Risk in the Whitespace Service shall pass to the Client upon its delivery.

### 3. Term and Termination

- 3.1. The Agreement commences on the Effective Date and shall expire at the expiration of the latest contract end date listed in Schedule 4
- 3.2. If agreed in writing by both parties, the Agreement may be extended by twelve (12) months. The Client must provide at least three (3) months' notice of intention to extend before the end of the contract listed in **Schedule 4**.
- 3.3. Whitespace reserve the right to amend the commercial terms detailed in **Schedule 2** upon renewal as detailed in **clause 3.2**.
- 3.4. Each party may, without prejudice to any of its other rights arising hereunder, upon giving written notice, terminate the Agreement with immediate effect, if:
  - 3.4.1. the other party fails to observe or perform any material term or condition hereof, including in any event non or late payment, and such default or breach (if capable of remedy) shall not be remedied within twenty (20) working days after notice in writing, specifying the breach and requiring the same to be remedied, has been given.
  - 3.4.2. any of the following events occur:
    - (a) the presentation of a petition for winding up of the other party;
    - (b) the other party is the subject of an order or an effective resolution is passed for winding up the other party;
    - (c) the application for an order or application for the appointment of a receiver (including an administrative receiver), administrator, trustee or similar officer in respect of the other party;
    - (d) if a receiver, administrative receiver, administrator or similar office is appointed over all or any part of the assets or undertaking of the other party;
    - (e) the other party making a composition or arrangement with its creditors generally or an assignment for the benefit of its creditors or other similar arrangement;
    - (f) the other party goes into liquidation;
    - (g) the other party becoming unable to pay its debts or otherwise becoming insolvent, or

## Products and Services Agreement

---

- (h) the other party ceasing, or threatening to cease, to carry on business, or there has been any delay or failure in performance under the Agreement resulting from any event of Force Majeure, which delays or failure shall have continued for a period of three (3) months.
- 3.4.3. Whitespace reserves the right without notice to cancel or suspend the Whitespace Service in the event that the Client's usage is deemed unreasonable.
- 3.4.4. The Client acknowledges that unreasonable usage that has a substantial impact on the Whitespace Service performance is the Client's responsibility to resolve through altering or reducing the unreasonable usage.
- 3.5. Upon termination the Client and customer must cease use and resale of the Whitespace Service immediately.
- 3.6. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party which have arisen on or before the date this Agreement terminates, nor shall it affect the coming into force or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.
- 3.7. The provisions of this **Section Error! Reference source not found.** shall survive termination of this Agreement insofar as they relate to events occurring before such termination.
- 3.8. Should the Client wish to terminate any projects included under this agreement then Whitespace shall be entitled to invoice for the annual charges that would be have been payable during the remainder of the Term except where it is deemed that the fault lies with Whitespace through the dispute resolution process outlined in **Section 18**.

## 4. Fees and Payment

- 4.1. The Client shall pay Whitespace for the provision of the Whitespace Service the charges set out in **Schedule 2** (Pricing and Other Fees) of this document. The charges are exclusive of VAT, any other sales taxes or incidental costs, expenses or Whitespace costs in relation to the purchase or lease and use of the items.
- 4.2. Unless otherwise agreed, Whitespace will collect all payments via bank transfer and the Client hereby authorizes Whitespace to collect the payments due from the Client's bank account as specified. If payment is unsuccessful:
  - 4.2.1. the Client shall be in breach of this Agreement, without any notice of default being required and all of Whitespace's claims against the Client shall become immediately due and payable.
  - 4.2.2. the Client shall be obliged to pay the statutory interest rate for commercial debts on the outstanding amount and all judicial and extra-judicial costs incurred by Whitespace relating to the recovery and collection of any overdue amount.
  - 4.2.3. Whitespace reserves the right to suspend the Client's access to and use of the Whitespace Service until all outstanding amounts (including interest and costs) are settled. The costs of suspending and reactivating shall be borne by the Client.
  - 4.2.4. All payments to be made by the Client must be affected without set-off or suspension.
- 4.3. All invoices issued to the Client with a valid Purchase Order number pursuant to this Agreement shall be payable within 30 days of receipt thereof, unless otherwise agreed in writing.

## Products and Services Agreement

- 4.4. The Client shall pay Whitespace for the Whitespace Service in accordance with **Schedule 2** for each specific Project carried out under this Agreement.
- 4.5. All charges referred to in this Agreement are exclusive of UK VAT, which the Client shall be responsible for paying to Whitespace in accordance with the payment terms as per **clause 4.2**.
- 4.6. If any sum payable by the Client under this agreement is not paid by the due date, Whitespace reserves the right to charge interest on any overdue amount (not subject to a notified bona fide dispute) from the due date until payment in full at the rate (both before and after judgment) of 4% per annum above the base rate of National Westminster Bank Plc from time to time in force. To be excluded from the late payment charge a bona fide disputed invoice amount must be notified in writing to Whitespace within 14-days of receipt of the relevant invoice.
- 4.7. Without prejudice to any of its other rights, Whitespace shall be entitled to suspend its obligations under this Agreement, if any payment is not made in full on the due date unless that payment or the subject matter arising therefrom is the subject of a dispute in terms of this Agreement. This entitlement shall be subject to a seven (7) day notice of intention to suspend obligations, which shall end as soon as full payment has been made by the Client.
- 4.8. Where the whitespace Service has been suspended, Whitespace reserves the right to charge the Client a reconnection fee of up to 10% of the Project cost detailed in **Schedule 1**.
- 4.9. Whitespace reserves the right to set off any payments made by the Client against any outstanding payment due, irrespective of the purpose of the payment specified by the Client except any payment cannot be credited to an amount which is the subject of a dispute in terms of this Agreement.

## 5. Intellectual and Proprietary Rights

- 5.1. Whitespace retains all intellectual property rights vested in the Whitespace Services and the Client shall not at any time acquire any rights, title or interest in these intellectual property rights by virtue of any use that the Client may make thereof pursuant to the Agreement.
- 5.2. The Client will not at any time contest Whitespace's ownership of the intellectual property rights, nor assist anyone else to do so, nor do anything that would jeopardize or diminish Whitespace's rights to the Whitespace Service or the value of the intellectual property rights vested therein.
- 5.3. The Client agrees not to reproduce or otherwise replicate any part of the Whitespace Service for a period of no less than two (2) years after termination of this agreement, unless granted permitted to do so in writing from Whitespace.
- 5.4. The copyright and all other intellectual property rights of whatever nature in the Whitespace Service shall be and remain vested in Whitespace or the third-party supplier of the software, as the case may be. No title or ownership of any software or any parts thereof shall be transferred to the Client by delivery of the Whitespace Service to the Client or End-Customer unless all fees are paid.
- 5.5. The Client shall not remove any of Whitespace's or any third party's notices of copyright or other intellectual property rights contained within the Whitespace Service or other materials, electronic or paper.
- 5.6. Whitespace hereby assigns to the Client the benefit of any third party's standard obligations in respect of any alleged infringement of intellectual property rights by the Products or Services.

## Products and Services Agreement

---

- 5.7. Whitespace shall defend or, at its option, settle any claim brought against the Client that the Client's normal use of the Whitespace Service, in the UK and in accordance with this Agreement infringes any Intellectual Property Rights of any third party and shall pay any damages finally awarded against the Client in respect of such claim and any reasonable costs and expenses incurred by the Client provided that:
- 5.7.1. The Client notifies Whitespace immediately of any claim or potential claim to which this clause could apply;
  - 5.7.2. the Client shall not make any comment or admission to any third party, or incur any costs or expense, in respect of such claim or potential claim without the prior written consent of Whitespace;
  - 5.7.3. Whitespace is given complete control of such claim and the Client shall provide all information and assistance as Whitespace reasonably requires at Whitespace's cost,
  - 5.7.4. the Client shall not prejudice the defence of such claim; and
  - 5.7.5. the claim does not arise as a result of any breach by the Client.
- 5.8. The Client shall promptly notify Whitespace in writing of any allegations of infringement of which it becomes aware and shall not make any admissions without Whitespace's prior written consent.
- 5.9. The provisions of this **Section 0** shall survive the termination of this Agreement in so far as it relates to events occurring before the date of termination of this Agreement.

## 6. Supply Of Service

- 6.1. The Whitespace Service will be delivered to the Client or End-Customer as agreed for each project under a Confirmation of Requirements.
- 6.2. Whitespace shall use its reasonable endeavours to deliver the Whitespace Service on or before the Delivery Date, a failure to do so shall not constitute a breach of this Agreement.
- 6.3. Where the delivery of any task within the agreed Delivery Plan is delayed more than 2 consecutive working days in part or in whole due to failure on the Client's part to meet their obligations, Whitespace shall be entitled to charge the Client the delayed days at Whitespace's daily rate, as defined in **Schedule 2**, for all Whitespace staff assigned to the project.
- 6.4. Unless agreed in writing, where delivery is delayed more than 20 consecutive working days due to failure on the Client's part to meet their obligations under the Delivery Plan, Whitespace shall be entitled to:
- 6.4.1. charge the Client the delayed days at Whitespace's daily rate, as defined in **Schedule 2**, for all Whitespace staff assigned to the project;
  - 6.4.2. charge the Client for delivery reinitialization effort at whitespace's daily rate.
- 6.5. Unless agreed in writing, the Client shall be solely responsible for providing any other hardware, operating systems, infrastructure, networking and/or software required, including all necessary cabling, to ensure the Whitespace Service is operational and provides the necessary performance.
- 6.6. Whitespace reserves the right to make improvements substitutions or modifications to the Whitespace Service prior to delivery. In addition, Whitespace reserves the right to make any improvements, updates or modifications to the Whitespace Service which it deems appropriate whether before or after the delivery of the same, ensuring that any improvements, updates or modifications will have no negative impact on service delivery to the Client or End-Customer.
-



## Products and Services Agreement

---

### 7. Services

- 7.1. Any Services to be provided by Whitespace shall be carried out in accordance with these terms and any additional terms set out in **Schedule 1** for each specific Project carried out under this Agreement.
- 7.2. Any additional services such as installation, data loading, training, consultancy, additional documentation, maintenance or project management services required and requested by the Client and which Whitespace agrees to provide shall be provided by Whitespace, subject to such additional terms and conditions as shall be agreed between the parties and charged to the Client in accordance with the Rates.
- 7.3. Whitespace takes no responsibility for the quality of data provided. Whitespace reserves the right to charge the Client for any additional effort as a result of data quality issues including but not limited to missing or incomplete records, delays in delivery, corrupt data.
- 7.4. Reasonable and proper expenses as detailed in **Schedule 3**, incurred in the course of Whitespace personnel visiting the Client or Customer premises for any purpose related to the implementation of this Agreement, and when requested to do so by the Client, will be met by the Client.
- 7.5. All employees and replacements thereof to be provided by Whitespace for the purposes of carrying out Whitespace's obligations hereunder and all personnel engaged in the provision of the Services will have the necessary expertise and skills to perform Whitespace's obligations hereunder.
- 7.6. All employees and other personnel appointed by Whitespace to carry out its obligations under this Agreement on any Customer Premises shall, while on any Client or Customer Premises, conform to the Client's normal codes of staff and security practice as shall be notified to Whitespace from time to time.

### 8. Warranties

- 8.1. Subject to **clause 8.28.2**, Whitespace warrants that:
  - 8.1.1. It is entitled to enter into this Agreement
  - 8.1.2. The Whitespace Service shall provide the facilities and functions set out in Schedule 1.
  - 8.1.3. Whitespace owns the right to use all Intellectual Property.
  - 8.1.4. Such Intellectual Property is sufficient in order to provide the Whitespace Service.
  - 8.1.5. The use of any Intellectual Property does not violate any license agreement with any third party or infringe on the rights of any Person.
  - 8.1.6. Where Whitespace does not own the Intellectual Property, that Whitespace has appropriate licensing and will continue to so for the duration of the Agreement.
- 8.2. Whitespace shall use reasonable endeavours to pass the benefit of any warranty given by third parties to the Client in respect of any third-party components or third-party services. For the avoidance of doubt, Whitespace shall have no liability in respect of defects, bugs or other faults in the third-party components or third-party service or the subsequent change in terms, conditions, licences or charges of the third-party components or third-party service.
- 8.3. The Client shall notify Whitespace in writing of any failure by Whitespace to comply with any of the warranties set out in **clause 8.18.1** within 28 days of discovery of



## Products and Services Agreement

---

the failure. Failure to do so shall not entitle the Client to claim for breach of warranty. The notice from the Client to Whitespace shall identify and substantiate the breach (where possible). If Whitespace receives such a written notice from the Client then Whitespace shall, at its own expense, remedy or repair the Whitespace Service, or such parts of it as are defective or otherwise remedy the defect within 30 days after receiving such notice.

## 9. Modification to Or Upgrades to the Service

- 9.1. Where the Client requests Modifications to the Whitespace Service (including but not limited to workflows, worksheets, data structures, application modules, interfaces) and Whitespace agrees to carry out such Modifications, such Modifications will be subject to the terms of this Agreement.
- 9.2. Should the Client request any changes over and above the Whitespace Services contained within **Schedule 1** for each specific Project carried out under this Agreement then Whitespace shall submit a proposal based on the Client's requirements. Payment of any additional charges shall be calculated in accordance with the Rates detailed in **Schedule 2** and subject to such additional terms and conditions as shall be agreed between the parties.
- 9.3. The costs for implementing a software upgrade shall be charged at the day rate agreed for each Project and detailed **in Schedule 2**.
- 9.4. Whitespace Service patches issued from time to time by Whitespace shall be included within the Annual Support and Whitespace Service Maintenance charges as further laid out in **Schedule 2** for each specific Project carried out under this Agreement.
- 9.5. Annual maintenance charges, detailed in **Schedule 2**, entitle the Client to one (1) upgrade of the Whitespace Service per year. Additional upgrades are chargeable as detailed in **Schedule 2**.
- 9.6. All the provisions of this Agreement shall apply to such modified Whitespace Service as they do to the Whitespace Service. In particular, but without prejudice to the generality of the forgoing, all intellectual property rights relating to such Modifications will vest in Whitespace.

## 10. On-Going Support

- 10.1. **Schedule 7** outlines the Whitespace Support Services, SLA, availability and contact details.
- 10.2. Whitespace shall notify and offer to the Client all new releases and upgrades of the Whitespace Service as applicable to the Client as and when they become generally available.
- 10.3. Whitespace supports the current minus one (-1) or six (6) months old, whichever is longer, of the Whitespace Service and mobile device Apps. The Client is expected to use all reasonable efforts to ensure a supported App version is deployed and installed on their mobile devices.
- 10.4. Unless agreed otherwise, the Client is expected to maintain a level of expertise in the Whitespace Service to allow them to administer and configure the Whitespace Service. Whitespace reserves the right to refuse or charge for support services to Clients who fail to maintain Whitespace Service experience. Support services cost are detail in **Schedule 2** of this agreement.

## Products and Services Agreement

- 10.5. Clients are expected to perform basic diagnostics (level 1 support) on Whitespace Service issues before contacting the Whitespace Service Support via the Service Desk portal (contact details can be found in [Schedule 7](#)). When contacting Whitespace Service support, Clients are required to supply detailed, accurate information including, but not limited to:
  - 10.5.1. Name
  - 10.5.2. Whitespace Service User ID
  - 10.5.3. Site and/or Group (if necessary)
  - 10.5.4. Description of error.
  - 10.5.5. Steps taken to resolve or diagnose the problem
  - 10.5.6. Device type and manufacturer (where appropriate)
  - 10.5.7. Job/Template name (where appropriate)
  - 10.5.8. Job ID ((where appropriate)
- 10.6. Whitespace reserves the right to change the list of Certified Devices:
  - 10.6.1. without prior notification
  - 10.6.2. in line with manufacturer and industry developments and releases
  - 10.6.3. in line with manufacturer support or warranty statements.
- 10.7. Should the Client choose to use non-Certified Devices:
  - 10.7.1. In the event the Client encounters an issue on a non-Certified Device which the Whitespace Service Support are unable to replicate on a Certified Device Whitespace reserves the right not to resolve this issue in any future releases
  - 10.7.2. Whitespace reserves the right to refuse or charge for Whitespace Support Services.
- 10.8. On-going Whitespace Service Support will be provided by Whitespace within the Working Hours and under the Service Level Agreement listed in [Schedule 7](#). Whitespace is not obliged to perform any work outside the Working Hours, but, if it does so at the Client's request, Whitespace will be entitled to charge the Client at Whitespace's then prevailing charges for these services as detailed in [Schedule 2](#).
- 10.9. Any corrected or modified versions of the Whitespace Service supplied to the Client pursuant to the On-going Whitespace Service Support will be deemed to form part of the Whitespace Service and be subject to this agreement.
- 10.10. Whitespace Service Support does not include repair or replacement resulting of physical devices from accident, transportation, neglect or misuse by the Client or End-Customer.
- 10.11. On-going Whitespace Service Support fees are covered in [Schedule 2](#). In the event the Client fails to renew the on-going Whitespace Service Support fee Whitespace shall be entitled to suspend Support Services until such time as the Support fees are paid in full.

## Products and Services Agreement

---

### 11. Indemnities

- 11.1. Neither party shall, nor shall they purport to, exclude or restrict liability for death or personal injury resulting from the negligence of the relevant party or its employees, servants or agents acting in the course of their employment.
- 11.2. Save as expressly set out herein, all conditions, warranties and obligations which may be implied or incorporated into this Agreement by statute, common law or otherwise and any liabilities arising there from, are hereby expressly excluded.

### 12. Liabilities

- 12.1. Subject to **clause 12.3**, in no event, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Agreement, whitespace shall be liable for any loss of profits, anticipated savings, revenue, business, loss or corruption of data, loss of use, loss of goodwill, loss due to delay or any indirect or consequential loss or damage whatsoever.
- 12.2. Subject to **clauses 12.1 and 12.3**, Whitespace's aggregate liability, whether in contract, tort (including in either case negligence), misrepresentation (other than fraudulent misrepresentation), breach of statutory duty or otherwise pursuant to the Agreement, shall be limited to the net price paid by the Client in the first twelve (12) months of the year in which the loss or damage occurred.
- 12.3. Nothing in the Agreement shall be deemed to exclude or limit Whitespace's liability in respect of:
  - 12.3.1. Loss or damage caused by wilful intent or gross negligence of Whitespace or officers, employees, agents or contractors; or
  - 12.3.2. Injuries to or death of any person, caused by Whitespace or Whitespace's officers, employees, agents or contractors.
- 12.4. Any claim for loss or damages (except a claim for damages arising out of **clause 12.3.2**) must be notified to Whitespace within twelve (12) months as from the date on which the damage was caused, failing which such claim is deemed to be waived.
- 12.5. All warranties, conditions or other terms implied by statute that are not expressed in this Agreement are, to the fullest extent permitted by law, excluded from the Agreement.
- 12.6. The Client acknowledges that it is responsible for all claims arising from use of the Whitespace Service in breach of any and all health and safety legislation and/or practice, or legislation.
- 12.7. Unless agreed, the Client acknowledges that they are solely responsible for mobile device security, including protecting the Whitespace Service User passwords.
- 12.8. The Client acknowledges that it is responsible for all claims arising from information provided to whitespace as part of the Whitespace Service setup including OEM App publish.

### 13. The Whitespace Service

- 13.1. The applicability of the Client's general terms and conditions is hereby expressly excluded.
- 13.2. The Client is granted a non-exclusive right to use the Whitespace Service.

## Products and Services Agreement

---

- 13.3. Unless agreed in writing the Client is granted a non-transferable right to use the Whitespace Service.
- 13.4. Clients are responsible for managing users within the Whitespace Service. Please note that by adding users the Client agrees to pay the associated additional monthly fees.
- 13.5. Unless otherwise agreed the Client is responsible for:
  - 13.5.1. Equipping End Users with the appropriate mobile devices in line with the Whitespace mobile Certified Devices.
  - 13.5.2. Ensuring that it has properly functioning Internet access to the Whitespace Service of sufficient capacity.
  - 13.5.3. The correct configuration and administration of the Clients Whitespace Service.
  - 13.5.4. Ensuring the security and management of their mobile devices.
- 13.6. Whitespace does neither warrant that GPS or the Mobile Communication Services will continue to support the functionality offered by the Whitespace Service nor that the Client will be able to successfully use the whitespace Service for the intended purpose as such use depends partly on circumstances beyond Whitespace's reasonable control.
- 13.7. Whitespace reserves the right to change the look and feel of the Whitespace Website and Whitespace Service without prior referral. Whitespace will work with the Client on regarding updates to the Whitespace Service.

## 14. Data Protections

- 14.1. The parties will observe all provisions of the relevant data protection laws and regulations, insofar as the violation of such provisions affects the interests of the other party. Each party shall indemnify the other party against claims resulting from or in connection with the indemnifying party's non-observance or insufficient observance of the aforementioned provisions.
- 14.2. Whitespace collects, process, and stores data used by and stored within the Whitespace Service for the purposes:
  - 14.2.1. Environment capacity planning - Analysis of usage trends and patterns helps whitespace ensure that there is always sufficient capacity for the existing and projected load on the Whitespace cloud environment.
  - 14.2.2. Support – Log files and access logs are used to investigate software and connectivity queries in the Whitespace Service environment.
  - 14.2.3. Application development – Usage patterns, system resource and resource utilisation profiles are examined to help guide the future development effort of the Whitespace Service.
  - 14.2.4. Client value-add services – Whitespace Consultants analyse Client data to identify areas of improvement and to quantify work effort for change requests.
  - 14.2.5. Billing – Whitespace Sales analyse usage information to determine license level and provide feedback to Clients on cost effective licensing models.
- 14.3. The Client agrees that Whitespace may make the data available to third parties solely for the provision of the Whitespace Service.
- 14.4. The Client agrees to the collection, processing, storage and use by Whitespace of their Data for the provision of the Whitespace Service to the Client.

## Products and Services Agreement

- 14.5. The Client shall inform its employees, relatives and all the persons connected to the Whitespace Service about the type of data which will be processed, of the purposes and duration of the processing and whether the data will be transmitted to third parties for the purpose of providing the Whitespace service. Moreover, the Client shall inform these employees, relatives and other persons about their rights regarding the data processed.
- 14.6. The Client warrants that it holds the written consent from its employees, relatives and all the persons connected to the Whitespace Service, to pass on personal data, more specifically Location Data, and that it explicitly instructs Whitespace to provide the Whitespace Service by using and storing such data, and to pass on such data to the third parties that Whitespace uses for the provision of the Whitespace Service. The Client shall present the relevant consent or an appropriate operating agreement to Whitespace on request.
- 14.7. The Client may revoke its consent for the collection, processing, storage and use of their Location Data at any time. Such revocation must be presented to Whitespace in writing and shall not affect the Agreement and will leave the Client's payment obligations under the Agreement intact. The Client acknowledges that as a result of such revocation Whitespace may not be able to provide all or part of the Whitespace Service.
- 14.8. Unless agreed otherwise Whitespace agrees to hold Whitespace Mobile Client data, including attachments, for a period of twelve (12) months. Data older than twelve (12) months will be automatically removed from the Whitespace Mobile Service.

## 15. GDPR

### GDPR Terms

- 15.1. The Client shall, as Controller, comply with the GDPR and in particular in respect of all Personal Data it passes to Whitespace acting as the Processor.
- 15.2. Whitespace shall, as Processor, comply with the GDPR in respect of all Personal Data processed on behalf of the Client in accordance with this Agreement.
- 15.3. In interpreting the GDPR the parties shall have regard to all guidance and codes of practice issued by the ICO and any other body with regulatory authority in relation to the processing.
- 15.4. The parties agree that if there are changes to the GDPR or related guidance from the ICO in relation to the Processing during the term of this Agreement which require either party to take additional steps to enable compliance with GDPR, the parties shall review the provisions of the Agreement amendment and shall negotiate in good faith to agree appropriate changes.

### GDPR Obligations

- 15.5. The parties undertake to each other that they shall comply with GDPR in relation to their collection and processing, respectively, of Personal Data in connection with the Whitespace Service.
- 15.6. Each party shall provide the other with the name and contact details of its data protection contact, who is responsible for data protection matters on a day-to-day basis as applicable to the Whitespace Service.
- 15.7. To the extent Whitespace Processes Personal Data on behalf of the Client in connection with the Whitespace service, **clauses 15.8.4 and 15.9** of this Agreement shall apply to the Processing.

## Products and Services Agreement

---

### 15.8. Whitespace as the Processor shall:

- 15.8.1. Process the Personal Data only on the instructions of the Customer;
- 15.8.2. not transfer the Personal Data outside of the UK unless it has appropriate safeguards in place permitting such transfer in accordance with [clause 15.8.5](#).
- 15.8.3. ensure that its staff who process Personal Data have had the necessary training regarding handling and security of Personal Data and have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality;
- 15.8.4. Take all reasonable measures pursuant to Article 32 of GDPR, in particular:
  - i. implement and maintain suitable and appropriate technical and organisational measures and controls to prevent unauthorised or unlawful processing of Personal Data and accidental loss, destruction, damage, theft, use or disclosure of such Personal Data, and shall protect against any security threats to the Personal Data and detect and prevent unauthorised processing of or access to Personal Data;
  - ii. comply with its Information Security Standards;
  - iii. install and maintain all necessary software updates to ensure compliance of Article 32 and shall give notice to the Client of such updates which affect the Whitespace Service.
  - iv. in assessing the appropriate level of security, taking into account the risks that are presented by the Processing of Personal Data, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed; and
  - v. take such steps to ensure that any person acting under the authority of the Processor who has access to the Personal Data does not Process such Personal Data except in respect of the Whitespace Service, unless he or she is required to do so by law.
- 15.8.5. Where the Processor engages another processor for carrying out specific processing activities on behalf of the Client (a sub-processor), the Processor shall impose the same data protection obligations as required by GDPR on the sub-processor.
- 15.8.6. On request from the Client and subject to the Client paying Whitespace's reasonable costs (as detailed in [Schedule 3 and Schedule 4](#)) in collating and such data, assisting in any Data Subject requests and/or any co-operation under Article 28(3)(f) of GDPR.
- 15.8.7. At the request of the Client destroy, anonymise or return Personal Data relating to the Whitespace Service to the Client at the end of this Agreement, unless the Personal Data is required by law and/or to carry out contractual obligation. Whitespace will provide written confirm such actions have been completed. Whitespace reserves the right to charge for such services at the daily rate detailed in [Schedule 3 and Schedule 4](#).
- 15.8.8. Make available to the Client all information necessary to demonstrate compliance with the obligations set out in [clause 15.8](#).
- 15.8.9. Inform the Client if, in Whitespace's opinion, an instruction infringes GDPR.
- 15.8.10. Notify the Client within 48 hours after becoming aware of:
  - 15.8.10.1. a Personal Data Breach;



## Products and Services Agreement

---

- 15.8.10.2. any Personal Data Breach notification, complaint or other notice or communication in relation to the Processing of either party's compliance to GDPR.

15.9. Whitespace as the Processor may:

- 15.9.1. use any of the companies who form part of the Whitespace holding company, Whitelodge Systems Ltd, to deliver part or all of the Whitespace Service and where Personal Data is shared as part of the delivery of the Whitespace Service, Whitespace shall apply appropriate safeguards; and/or
- 15.9.2. use a hosting provider to host data within the UK.

### GDPR Customer consent

- 15.10. The Client acknowledges and agrees that the Processing to be carried out by Whitespace in the course of providing the Whitespace Service in accordance with this Agreement is conducted on the documented instructions from the Client.
- 15.11. The Client shall ensure it has a legal basis to process and has fulfilled all its obligations that entitle it to pass the Personal Data to Whitespace and sub-processors so that Whitespace may lawfully process the Personal Data.
- 15.12. Where the Processor requires to transfer data outside of the UK the Client explicitly agrees in writing it may do so, provided the Processor ensures that such transfer meets the requirements of Article 45 (Transfers on the basis of an adequacy decision) or Article 46 (transfers subject to appropriate safeguards) of GDPR.
- 15.13. Where the Client fails to comply with the GDPR, it shall keep Whitespace indemnified in full and hold whitespace harmless against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines and other professional fees and expenses awarded against or incurred or paid by Whitespace as a result of, or in connection with any claim made against Whitespace in respect of any use of such Personal Data in breach of the Agreement arising from the Client's failure to comply with its obligations.

## 16. Non-Disclosure

- 16.1. The parties hereto desire to disclose and acquire certain of the Confidential Information to and from each other under circumstances and conditions which will preserve and protect their respective proprietary interests in such Confidential Information and the proprietary interests of their respective customers, suppliers or other third parties.
- 16.2. In consideration of each party disclosing Confidential Information to the other and allowing access to the Confidential Information, the parties irrevocably undertake that:
- 16.3. The Confidential Information shall remain the property of disclosing party or its suppliers, and the receiving party shall not disclose any information that it does not have the right to disclose.
- 16.4. The Confidential Information will be kept confidential and the receiving party, its associates, agents, sub-contractors or employees shall not, without the other party's prior written consent:
- 16.4.1. disclose, subject to **clause 16.5** below, to any person(s), firm or company any of the Confidential Information save to the extent that it is necessary to carry out the Activity, or
- 16.4.2. permit any such third party to have access to the Confidential Information save to the receiving party's insurers and professional advisers, or



## Products and Services Agreement

---

- 16.4.3. directly or indirectly use, copy or disclose any of the Confidential Information for any purpose other than for the purpose of carrying out the Activity, or
  - 16.4.4. reverse compile, disassemble, or otherwise reverse engineer all or any part of any Confidential Information disclosed. The receiving party must make no attempt to copy, reproduce, modify, adapt or translate the Confidential Information in order to develop, create, evaluate, or modify a product which is competitive with any current products which are marketed by and proprietary to the disclosing party.
- 16.5. The Confidential Information shall not include information that the receiving party can clearly demonstrate falls within any of the following:
  - 16.5.1. Information which has become generally available to the public other than as a result of a breach of an obligation of this Agreement or
  - 16.5.2. Information which it has developed independently of the receipt of the Confidential Information from the disclosing party or
  - 16.5.3. Information which has been made available to the receiving party prior to its disclosure pursuant to the terms of this Agreement and such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether express or implied or
  - 16.5.4. Information which is made available to the receiving party by a third party after it has been disclosed pursuant to the terms of this Agreement and such information was not obtained illegally or disclosed by any person in breach of any undertaking or duty as to confidentiality whether express or implied.
  - 16.5.5. Information which is disclosed pursuant to an order of any court of competent jurisdiction or is required by law or regulation having the force of law.
- 16.6. The parties agree to inform all of their employees, associates, agents and sub-contractors who will be carrying out the Activity on their behalf of the confidential nature of such Confidential Information and shall ensure:
  - 16.6.1. that any such associates, agents or sub-contractors enter into a legally binding undertaking on terms equivalent to those contained herein; and
  - 16.6.2. all employees understand the confidential nature of such Confidential Information and agree to be bound by the terms and conditions of this Agreement.
- 16.7. The receiving party agrees that it shall be primarily responsible for any action relating to the disclosure of Confidential Information by its associates, agents or subcontractors as if such act of disclosure was its own.
- 16.8. Until six months after completion of the Activity, neither party will solicit the employment or services of any personnel of the other party who has been engaged in connection with the Activity. Liquidated damages for breach of this provision will be equal to the gross salary or fees of that person for the first six months of his/her new employment or contract. The parties agree that such sum is a genuine pre-estimate of the costs which the party previously employing or contracting with the individual will incur in finding and training a replacement for that person.
- 16.9. The failure of either party to enforce any applicable provision of this Agreement, or to require at any time performance by the other party of any provision hereof, shall in no way be construed to be waiver of such provision, nor in any way affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision.

## Products and Services Agreement

---

- 16.10. The parties hereby agree to indemnify and keep indemnified the other party, its directors and employees against all costs, claims, demands, losses or liabilities whatsoever arising directly out of any breach by itself or any of its agents, associates, subcontractors or employees of their obligations under this Agreement.
- 16.11. Upon expiry or termination of this Agreement, each party shall immediately return to the other party any and all Confidential Information.
- 16.12. The parties understand and agree that monetary damages will not be sufficient to avoid or compensate for the unauthorised use or disclosure of the Confidential Information and that injunctive relief would be appropriate to prevent any actual or threatened use or disclosure of the Confidential Information.

## 17. Force Majeure

- 17.1. Neither party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond that party's reasonable control ("the Event of Force Majeure"), including but not limited to strikes, lock outs, labour disputes, acts of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, increased expense in obtaining workers, materials or transport or other circumstances affecting the supply of the Whitespace Service or of raw materials by Whitespace's normal source of supply or the delivery of the Whitespace Service by Whitespace's normal route or means of delivery.
- 17.2. Each of the parties hereto agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure such notice to contain details of the circumstances giving rise to the Event of Force Majeure.
- 17.3. Following notice of an Event of Force Majeure, an extended period of six (6) months whereby one party is unable to perform its obligations under the Agreement may result in either party terminating this Agreement.

## 18. Dispute Resolution

- 18.1. Each party shall use its best endeavours to resolve amicably and expeditiously any dispute that may arise between them concerning this agreement or any Statement of Work or any appendices schedules or documents incorporated by reference therein. If a dispute cannot be resolved amicably within seven (7) days of such dispute being notified in writing by one party to the other for the purposes of this clause then the dispute shall be determined as follows.
- 18.2. If the dispute is of a technical nature concerning the interpretation of any Workshop document, Statement of Work or relating to the functions or capabilities of the whitespace Service or any similar or related matter or that the parties agree is of a technical nature ("Technical Dispute") then such dispute shall be referred to the next scheduled project team meeting or a meeting of the Project Managers and Customer Contacts convened for this purpose.
- 18.3. If such meeting cannot resolve a Technical Dispute to the satisfaction of both parties then the dispute will be referred as a matter of urgency to an appropriately qualified senior manager or director of each party.
- 18.4. If such senior managers or directors cannot resolve a Technical Dispute within 21 days of the meeting referred to in **clause 18.2** or such other period that they may agree then such a dispute must be referred for final settlement to an expert nominated jointly by the parties or, failing such nomination within 14 days of either

## Products and Services Agreement

---

party's written request to the other for such referral, nominated at the request of either party by the President from time to time of the British Computer Society. Such expert shall be deemed to act as an expert and not as an arbitrator. Each party shall co-operate fully with the expert, including by the provision of such documentation and explanations as the expert may reasonably request. Each party shall be entitled to make written and oral representations to the expert regarding the subject matter of the disagreement. The expert's decision shall (in the absence of clerical or manifest error) be final and binding on the parties and his fees for so acting shall be borne by the parties in equal shares unless he determines that the conduct of either party or his determination of the issues is such that one party should bear all or a greater proportion of such fees.

- 18.5. Non-technical disputes shall be referred as a matter of urgency to the managing directors of each party and if they cannot resolve such dispute within 21 days of it being referred to them then the dispute shall be determined through mediation by referral to the Centre for Effective Dispute Resolution. Failure to reach resolution of any dispute through mediation shall be determined by the Courts of England and Wales and the parties hereby submit to the non-exclusive jurisdiction of that court for such purpose.

## 19. Non- Compete

- 19.1. The Client agrees that whilst this agreement remains in force not to compete directly with Whitespace in those countries or markets operated by Whitespace.
- 19.2. In the event that either party becomes aware of a potential for competition they must inform the other in writing within three (3) working days.
- 19.3. The Client agrees not to solicit or otherwise market to existing Whitespace customers in those countries operated by Whitespace.

## 20. User Names and Passwords

- 20.1. Whitespace shall provide the Client with the necessary Whitespace Service access details, such as account names, User names and passwords. For security reasons, the Client agrees to change the issued passwords immediately after having accessed the Whitespace Service for the first time and keep the access data confidential.
- 20.2. The Client is responsible and liable for any use of the Whitespace Service, if a User obtained access to such service via the Client's access details, even if the Client did not consent to or was unaware of such use.
- 20.3. Whitespace shall supply the Client with API access details for the Whitespace Service at its discretion.

## Products and Services Agreement

---

### 21. Transmission

- 21.1. The Client will procure the Mobile Communication Services for the transmission of Data between the mobile device and the Whitespace Platform. The Client acknowledges and agrees that the Whitespace Service is dependent on the performance of the third parties providing these services, and therefore cannot warrant:
  - 21.1.1. that the Mobile Communication Services will be available on a continuous basis and at any place within the Territory for instance due to gaps in network coverage and to the fact that these providers reserve the right to suspend their services for maintenance purposes, for security reasons, under instruction of competent authorities etc.
  - 21.1.2. the rate at which the Location Data will be transmitted.
- 21.2. The Client shall indemnify, defend and hold Whitespace and its affiliates harmless from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties that the (content of the) Data sent to or from the Whitespace Platform violate applicable laws and regulations, infringes the rights of such third parties or is otherwise unlawful toward third parties.
- 21.3. The Client shall be solely responsible for providing any other hardware, operating systems, infrastructure, networking and/or software required, including all necessary cabling, to ensure the Whitespace Service is operational and provides the necessary performance.

### 22. Reselling Whitespace Service

- 22.1. Where the Client intends to resell the Whitespace Service:
  - 22.1.1. The Client shall inform Whitespace in writing that they intend to resell the Whitespace Service. Whitespace will confirm in writing the Client's non-exclusive, transferable right to resell the Whitespace Service within 10 working days of receipt.
  - 22.1.2. This agreement recognises that the Client will resell the Whitespace Service under the Client's terms and conditions which may be specific for each End-Customer. The Client acknowledges that it is not authorised to extend, alter or make commitments outside of the conditions within this agreement without prior written agreement from Whitespace.
  - 22.1.3. The Client shall not remove any of Whitespace's or any third party's notices of copyright or other intellectual property rights contained in the Whitespace Service.
- 22.2. Whitespace hereby assigns to the Client the benefit of any third party's standard obligations in respect of any alleged infringement of intellectual property rights by the Whitespace Service.
- 22.3. Whitespace shall defend or, at its option, settle any claim brought against the Client that the Client's normal use or possession of the Whitespace Service, in the UK and in accordance with this Contract infringes any Intellectual Property Rights of any third party and shall pay any damages finally awarded against the Client in respect of such claim and any reasonable costs and expenses incurred by the Client provided that:
  - 22.3.1. The Client notifies whitespace in writing within 48 hours of any claim or potential claim to which this clause could apply;

## Products and Services Agreement

---

- 22.3.2. The Client shall not make any comment or admission to any third party, or incur any costs or expense, in respect of such claim or potential claim without the prior written consent of Whitespace;
  - 22.3.3. Whitespace is given complete control of such claim and the Client shall provide all information and assistance as Whitespace reasonably requires;
  - 22.3.4. The Client shall not prejudice the defence of such claim; and
  - 22.3.5. The claim does not arise as a result of any breach by the Client of this Agreement.
- 22.4. Whitespace's liability shall be limited to the annual net price paid by the End-Customer in the first twelve (12) months of the year in which the loss or damage occurred.

## 23. General

- 23.1. This Agreement is governed by and shall be construed in all respects in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.
- 23.2. This Agreement constitutes the entire agreement between the parties relating to the subject matter covered and supersedes any previous agreements, arrangements, undertakings or proposals, written or oral, between the parties in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of this Agreement.
- 23.3. The Client and Whitespace confirm that, in agreeing to enter into this Agreement, they have not relied on any representation save insofar as the same has expressly in this Agreement been made a representation and agree that they shall have no remedy in respect of any misrepresentation which has not become a term of this Agreement, save that the agreement of the Client and Whitespace contained in this clause shall not apply in respect of any fraudulent or negligent misrepresentation, whether or not such has become a term of this Agreement.
- 23.4. No variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties by a duly authorised officer of each of the parties.
- 23.5. The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- 23.6. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect or impact the continuation in force of the remainder of this Agreement.
- 23.7. Nothing in this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.
- 23.8. This Agreement may be executed in any number of counterparts each of which when executed and delivered shall be an original but all the counterparts together shall constitute one and the same instrument.
- 23.9. Each party shall, at its own cost, do and execute or procure to be done and executed all necessary acts, deeds, documents and things reasonably within its power necessary to give effect to this Agreement.

## Products and Services Agreement

- 23.10. Neither party may assign, sub-contract, transfer or dispose of any of its rights and obligations under the Agreement, either in whole or in part, without the prior written consent of the other party, provided that Whitespace may assign, sub-contract, transfer or dispose of any of its rights and obligations under the Agreement, either in whole or in part, to any of its affiliates without the Client's prior consent.
- 23.11. The illegality, invalidity, or unenforceability of any provision of the Agreement shall not affect the legality, validity or enforceability of the remainder of the Article or paragraph which contains the relevant provision or any other provision of the Agreement. If the remainder of the provision is not affected, the parties shall use all reasonable endeavours to agree within a reasonable time upon any lawful and reasonable variations to the Agreement which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the Article, or the part of the Article, in question.
- 23.12. Whitespace is entitled to amend these General Terms and Conditions, which amendments shall enter into force on the date that the Client is notified thereof.
- 23.13. A person who is not a party to this Agreement may not enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.
- 23.14. During the term of this Agreement and for a period of 12 months from the date of termination of this Agreement neither party will solicit for employment any member of the other's personnel connected with the performance of this Agreement.

## 24. Notices

- 24.1. Any notice under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by recorded delivery to the address of the party set out in this Agreement or any other address subsequently notified by one party to the other.
- 24.2. In the absence of evidence of earlier receipt any notice shall be deemed to be duly given:
- 24.2.1. If delivered personally when left at the address referred to on page 1 of this agreement
  - 24.2.2. If sent by recorded delivery three (3) days after posting it;
  - 24.2.3. Or to any other person or address that either party may specify by notice in writing to the other party.

## Products and Services Agreement

### Schedule 1 – Projects and Requirements Confirmation

---

#### 1. Project Name:

##### **Products:**

Products, Services and Licenses supplied as part of Project

- 1
- 2

##### **Requirement:**

Include requirements or link to requirements or tender response



## Products and Services Agreement

---

### Schedule 2 – Pricing and Other Fees

#### 1. Support Services

- 1.1. The On-going Whitespace Service Support fee for subsequent years may be increased by Whitespace by a maximum of 5% year on year or, if greater, by either the rate of increase in the Retail Prices Index in the year up to the billing date or by the Computer Economics Limited Outer London index (CEL Index) in the year up to the billing date, whichever is the greater
- 1.2. Unless agreed in writing, in the event either party terminate this Agreement the on-going Whitespace Service Support fee for the remainder of the Agreement is non-refundable.

#### 2. Project Name:

Pricing schedule

## Products and Services Agreement

### Schedule 3 – Whitespace Expenses Policy

---

This schedule outlines the charges that are payable by the Client.

The general philosophy is to recuperate Whitespace costs and to ensure that Whitespace staff arrive safe, refreshed and able to perform the necessary tasks.

1. All Whitespace Personnel on site will incur re-chargeable expenses. Including Sales, Directors, Managers and Consultants.
2. Any travel made between Whitespace offices to discuss Client specific issues is chargeable to the Client.
3. Mileage is charged at 65 pence per mile originating from either the employees home or the Whitespace Office whichever is closer. Where hire cars are used, the actual fuel cost in the native currency is charged.
4. For journeys under one hour on public transport, standard class is recharged.
5. For journeys in excess of 2 hours, business class is charged for flights and 1st Class for trains.
6. Where the employee has to leave home prior to 7am, a breakfast charge of £15 will be payable.
7. For any evenings spent away, a meal allowance of £40 is charged.
8. The Client is responsible for all hotel costs resulting in an overnight stay including reasonable refreshments.
9. Where short flights are involved, every effort is made to make use of low cost budget airlines. If tickets are booked, the Client is liable for the flight cost even if the meeting is cancelled or postponed.
10. Where budget train tickets are purchased, and alternative arrangements need to be made, the Client is responsible for any additional costs.

Unless requested, no copies of expense receipts are provided to the Client. Receipts are available on request but a charge per invoice will be added to cover the additional administration effort.

## Products and Services Agreement

### Schedule 4 –Projects Covered by this Agreement

This schedule outlines the Projects that are covered under this agreement. Contracts may have commenced before the Agreement Commencement Date and that both Whitespace and the Client agree now fall within the terms of this Agreement.

Project	Commencement Date	Term	Contract End Date

## Products and Services Agreement

## Schedule 5 – Acceptance Certificate

Specific to Project: &lt;Specific Project Title&gt;

<THE CLIENT> agrees that the final delivery of the Whitespace Service for the <PROJECT> Project conforms to the agreed Confirmation of Requirements for that Project dated DD/MM/YYYY and is therefore deemed to be delivered and accepted.

For the avoidance of doubt the associated payments specified in Schedule 2 of the Whitespace Supply of Products, Whitespace Service and Services Agreement for that Project are now due.

**Signature****Signature**

On behalf of Whitespace Work Software Ltd <name>	On Behalf of <Client name> Ltd <name>, <Title>
Dated: <date>	Dated: <date>
Email: <name@address.domain>	Email: <name@address.domain>

## Products and Services Agreement

---

**Schedule 6 – Products and Service Included**

The following identifies which Products and Services are used within each Project:

	Product	Original Manufacturer	Project(s)
1.	Whitespace	Whitespace Work Software Ltd	
2.	All On Mobile	AllOnMobile Ltd	
3.	Whitespace Mobile	Whitespace Work Software Ltd	
4.	Dashboard	QlikView	
5.	In Cab Device		
6.	Telematics		

(Note: the above should be expanded to include all Products and Services within the Project)

## Products and Services Agreement

### Schedule 7 – Support Hours of Coverage

Whitespace Service support hours are Monday to Friday between 09:00 and 17:30 UK time, excluding national holidays. Support can be obtained by:

1. Emailing [support@whitespacews.com](mailto:support@whitespacews.com)
2. Visiting the Service Desk Portal:  
<https://whitespacews.atlassian.net/servicedesk/customer/portal/6>
3. Call Whitespace: +44 (0) 1483 231 650

#### Whitespace Service Availability Targets

Week Day	Hours	Availability Target
Monday to Friday	09:00 to 17:30	99.995%
Monday to Friday	17:31 to 08:59	99.95%
Weekends		99.95%

#### Notes on Availability and Outages:

- Notice of planned downtime is given as early as possible, with a minimum of 2 working day.
- In the event an emergency outage is necessary, notification will be supplied as early as possible.
- Availability is measured over a 12 month period.

#### Emergency Patch Releases

Wherever possible the Whitespace Service will not be patched in relation to specific issues. The exception to this is an emergency patch release which addresses a class-failure.

Whitespace aims to update the Whitespace Service during either the next maintenance cycle or by the next weekend, where necessary patches are deployed overnight.

## Products and Services Agreement

### Service Level Definitions

Severity	Definition	Acknowledge	Temporary workaround	Permanent fix
Priority 1	Major Impact Complete loss of service or performance over a sustained period is such that the tool is rendered unusable.  No workaround available	15 minutes	8 Hours	5 Business Days
Priority 2	High Impact or critical Majority of users are unable to use some aspects of functionality. A workaround may be available although performance may be degraded or functionality limited	1 Hour	24 Hours	30 Business Days
Priority 3	Medium Impact or non-critical Any defect where a workaround is available, but is not Major or High impact	24 Hours	Reasonable and agreed between parties	Reasonable and agreed between parties
Priority 4	Low Impact or Change Request Non-functional defects that do not prevent use of the tool. Also Service or Change requests.	5 Days	Reasonable and agreed between parties	Reasonable and agreed between parties

### Whitespace Service Support exclusions

The following activities or instances are not covered by the Whitespace Service support:

- Any scripts, application, spreadsheet or 3<sup>rd</sup> party tools (including MDMs) created by the Client to utilise the Whitespace Service.
- Template design, creation or maintenance.
- Use of uncertified devices or devices with unsupported Operating Systems.
- Performance or accessibility issues generated by the Client's infrastructure.
- Web browser compatibility and configuration issues.
- Issues caused as a result of Client's policies to web pop-ups, java or use of 3<sup>rd</sup> party plug-ins.
- Data corruptions or availability caused by a security violation at the Client's site.
- Data corruptions generated by Users with inadequate Whitespace Service training.



## Products and Services Agreement

### Whitespace Mobile Fair Usage Policy

#### The Fair Usage Policy

The Fair Usage Policy defined as per the limits detailed below. Please note Whitespace reserve the right to change the items measures or the levels without notice.

Action	Usage Limit	Comment
<b>API</b>		
API Calls to create Jobs	10,000	Per day, per Whitespace Mobile Company
API Calls to extract Job Information	10,000	Per day, per Whitespace Mobile Company*
<b>Jobs (with the Whitespace Mobile Service)</b>		
Template Fields	300	Per Template
Total Jobs	5,850,000	Per Whitespace Mobile Company
Total Unallocated Jobs	20,000	Per Whitespace Mobile Company
Total Allocated Jobs	20,000	Per Whitespace Mobile Company
Jobs Submitted	100	Per day per users
Off-Line Databases	10	Per Device
Tags	2,000	Per Whitespace Mobile Company
<b>Attachments</b>		
Attachments	30	Per Job
Attachment Storage	10Gbytes	Charges apply for storage over 5Gbytes
<b>Rules, PDFs and eMails</b>		
Emails sent	1,000	Per day, per Whitespace Mobile Company. Additional charges may apply
Text Messages sent	1,000	Per day, per Whitespace Mobile Company Charges will apply.
Conditions within a Rule	10	
Actions within a Rule	5	
Append to Log Retention	30 days	
Fields within a PDF	300	Per PDF
PDFs generated per day	1,000	Per day, per Whitespace Mobile Company

\*Please note that this may be increased if API pull actions are performed out of business hours. Please contact your Whitespace Account Manager.

## Products and Services Agreement

---

### Extenuating Circumstances

Whitespace understands that Clients will occasionally have very high volumes of traffic outside of normal usage patterns. Wherever possible Whitespace request to be informed of high usage with as much notice as possible to ensure that the Whitespace Service delivery remains consistently high.

### Prohibited Uses

The examples listed in this Policy are not exhaustive. Prohibited uses and activities include, without limitation, any use of the Services in a manner that, in Whitespace's reasonable judgment, involves, facilitates, or attempts any of the following:

- a) violating any law of, or committing conduct that is tortuous or unlawful in, any applicable jurisdiction;
- b) displaying, sending, receiving or storing any content that is obscene, pornographic, lewd, lascivious, or excessively violent, regardless of whether the material or its dissemination is unlawful;
- c) advocating or encouraging violence against any government, organization, group, individual or property, or providing instruction, information, or assistance in causing or carrying out such violence, regardless of whether such activity is unlawful;
- d) accessing, sending, receiving, displaying, performing, disclosing, storing, or executing any content a) in violation of any copyright, right of publicity, patent, trademark, service mark, trade name, trade secret or other intellectual property right, b) in violation of any applicable agreement, or c) without authorization;
- e) introducing or activating any viruses, worms, harmful code and/or Trojan horses;
- f) holding Whitespace or its affiliates up to public scorn or ridicule; and/or
- g) reselling Whitespace services, in whole or in part, to any entity or individual, without Whitespace's prior written consent, or misrepresenting your relationship with Whitespace.