

## TERMS AND CONDITIONS

Welcome to Sign in App and thank you for your interest in our products. We offer a range of digital products and associated services including the Sign In App Visitor Management Application, Sign In Scheduling (formerly known as 10to8) and Sign In Central Record (formerly known as SCR Tracker). The following terms and conditions will apply to any of the products you purchase from our group of companies. The Sign In App entity you will enter into a contract with will depend on the product you purchase or your location, and this is explained [<https://www.signincentralrecord.com/legal/contracting-entity>].

These Sign In App terms of service (along with any other terms and policies referenced herein, which are incorporated into, and form an integral part hereof) (this "**Agreement**") are entered into by Sign In App and the entity or person agreeing to this Agreement ("**you**" or "**your**") and govern your access to and use of our Products. "**Sign In App**" has the meaning given at [<https://www.signincentralrecord.com/legal/contracting-entity>] and "**we**" or "**us**" means Sign In App. This Agreement is effective when you click to accept it (or otherwise express your intention to accept this Agreement (for example, via DocuSign) (the "**Effective Date**"). If you are accepting on behalf of a company, you represent and warrant that (i) you have full legal authority to bind that company to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of that company, to this Agreement. Definitions of capitalised terms are in Schedule 1.

We take our responsibilities and obligations in respect of your data extremely seriously, and you can find out more information about our approach to privacy and data protection when you are using our Sites here [<https://www.signincentralrecord.com/legal/privacy>] and when you purchase and use our Products in our data processing agreement here: [<https://www.signincentralrecord.com/legal/data-processing>] which is updated periodically and which is incorporated into this Agreement by reference. If you purchase or rent any devices, printers or other equipment or hardware from us then additional terms apply, which can be found here [<https://www.signincentralrecord.com/legal/product-terms>] or [<https://www.signincentralrecord.com/legal/product-terms-rental>]

## 1. OUR PRODUCTS AND SERVICES

- 1.1. Sign In App offers a range of digital products including the Sign In App Visitor Management Application, Sign In Central Record and Sign in Scheduling which are offered online and via a mobile application (each a “**Product**” and, collectively, the “**Products**”). Additional terms [\[https://www.signincentralrecord.com/legal/product-terms-additional\]](https://www.signincentralrecord.com/legal/product-terms-additional) may apply to your use of some of our Products and those additional terms are incorporated into this Agreement by reference. Further details about our Products are available on our websites <https://signinapp.com> <https://www.signincentralrecord.com> and <https://10to8.com> (the “**Websites**”) which may be modified or updated from time to time.

## 2. REGISTRATION AND PLACING ORDER

- 2.1. To access and use the Products you shall be required to purchase a Subscription (as defined in clause 6.1 below) by submitting an Order to us (via the Websites or by email). By submitting your Order, you consent to us conducting verification and security procedures in respect of the information provided in the Order.
- 2.2. Upon the submission of the Order you will have the option to (i) make payment for the Fees on the Websites, or (ii) be sent an invoice for the Fees, payable in accordance with clause 6.1.
- 2.3. On our acceptance of your first Order, you shall be sent an email (“**Confirmation Email**”) confirming the acceptance of your Order together with details of the Product or Products you have purchased access to and how to log in to them. Further Confirmation Emails shall be sent on our acceptance of any subsequent Orders you send to us, including any Orders for additional Products.
- 2.4. You hereby warrant that the information provided by you is true, accurate and correct. You further warrant that you shall promptly notify us in the event of any changes to such information provided.
- 2.5. Each Order will specify your Scope of Use for the applicable Product(s), which may include: (a) number and type of Users permitted; (b) storage limits or capacity of Content; (c), Devices, licences, copies or instances; (d) number of Site(s); (e) the number of logins, appointments, credits or messages permitted, (f) the commencement date and duration of your Subscription Term; (g) any Authorised Parties or (h) any other entitlements or restrictions.

## 3. ADDING A NEW PRODUCT TO YOUR ORDER

- 3.1. During a Subscription Term, you may upgrade your existing Order by either: (i) adding additional Users and/or Authorised Parties; (ii) upgrading to a different Subscription tier; (iii) adding additional features and functionalities to an existing Product; adding one or more additional Products; and/or (iv) upgrading to a longer Subscription Term (collectively, “**Subscription Upgrades**”). Some Subscription Upgrades or other changes may be considered to be a new purchase, which will form a new contract and a new Subscription Term and some won't, and this will be clearly communicated to you in the new Order. Upon a Subscription Upgrade, you will be billed for the applicable increased amount of Fees, at our then-current rates (unless indicated otherwise in the new Order), which shall be either: (1) prorated for the remainder of the then-current Subscription Term, or (2) whenever the Subscription Term is being restarted due to the Subscription Upgrade, then the Subscription Fees already paid by Customer will be credited towards the new upgraded Subscription Fees, and the difference shall be due and payable by you upon the date on which the Subscription Upgrade was

made. Any changes to the number of Users within a certain Product which extends the number of Users above the number permitted in the applicable Order shall be a deemed Subscription Upgrade, and shall be billed on a prorated basis for the remainder of the then-current Subscription Term.

#### 4. **PROVISION OF THE PRODUCTS**

- 4.1. Following the conclusion of your Order in accordance with clause 1 or following and Subscription Upgrade in accordance with clause 3, we will provide the Products in accordance with this Agreement (including the Order(s) and any other document or terms referred to in this Agreement) and you may use the Products in accordance with this Agreement for the duration of the Subscription Term(s).

#### 5. **USING THE PRODUCT (LICENCE, RIGHTS AND RESTRICTIONS)**

- 5.1. Subject to the terms, conditions and restrictions set forth in this Agreement, we grant you a revocable, non-exclusive, non-transferable (without a right to sub-licence) licence to access and use the Products and any applicable Documentation as referred to in your Order(s) during the applicable Subscription Term, in accordance with this Agreement and the applicable Scope of Use.
- 5.2. Subject to the terms, conditions and restrictions set forth in this Agreement, we grant to you a non-exclusive, non-sublicensable, non-transferable licence to use the Documentation during the Subscription Term solely for your internal business purposes in connection with your use of the Products.
- 5.3. You shall not, and shall procure that Users shall not, except as expressly permitted in this Agreement (i) modify, translate, create or attempt to create derivative copies of or copy the App in whole or in part; (ii) reverse engineer, decompile, disassemble or otherwise reduce the object code of the Products to source code form; (iii) circumvent, interfere with, disrupt or disable any security or other technological features or measures of the Products; (iv) distribute, sub-licence, assign, share, timeshare, resell, rent, lease, transmit, grant a security interest in or otherwise transfer the Products or your right to use the Products.
- 5.4. The Products may include code and libraries licensed to us by third parties, including open-source software. Open-source software may be used according to the terms and conditions of the specific licence under which the relevant open-source software is distributed, but is provided "as is" and expressly subject to the disclaimer in clause 10.3.
- 5.5. You are responsible for ensuring that any Content is not deemed to be offensive, illegal, inappropriate or that in any way:
- 5.5.1. is unlawful, fraudulent, harmful, threatening, abusive, defamatory, obscene, infringing, hateful, harassing or racially or ethnically offensive;
  - 5.5.2. requires a licence or other permission for use, unless the you hold all necessary rights to make such data available for use in connection with the Products;
  - 5.5.3. harasses or advocates harassment of another person;
  - 5.5.4. displays pornographic or sexually explicit material;
  - 5.5.5. promotes any conduct that is abusive, threatening, obscene, defamatory or libellous;

- 5.5.6. promotes any illegal activities;
  - 5.5.7. provides instructional information about illegal activities, including violating someone else's privacy or providing or creating computer viruses;
  - 5.5.8. promotes or contain information that you know or believe to be inaccurate, false or misleading;
  - 5.5.9. engages in the promotion of contests, sweepstakes and pyramid schemes, without our prior written consent;
  - 5.5.10. contains any virus or other thing or device which may prevent, impair or otherwise adversely affect the operation of the Products or the Websites; or
  - 5.5.11. infringes any Intellectual Property Rights or any other proprietary rights of any third party.
- 5.6. You hereby grant, and procure that any User grants, to us a non-exclusive, worldwide royalty free licence to use the Content and all other materials submitted by you or any User for the Purpose, and to aggregate and anonymise such materials solely for the purpose of producing reports of usage trends of the applicable Product.
- 5.7. You acknowledge that the Products do not verify the rights and restrictions applicable to any Content. Where you do not own the Content, you are solely responsible for checking the relevant licence rights and restrictions applicable to any Content. We shall not be liable to you for any losses, damages, costs or expenses incurred by you arising out of or in connection with your use of any Content through the Products.
- 5.8. You warrant and represent:
- 5.8.1. that you own, are licensed or otherwise have a right to use any and all the Intellectual Property Rights in any Content;
  - 5.8.2. the Content does not and will not contravene or breach any applicable law, regulation code of practice or directive; and
  - 5.8.3. the Content and its use through a Product does not and will not infringe any right, title or interest (including any Intellectual Property Rights) of any third party.
- 5.9. You further agree that at all times, you shall, and procure that any User shall:
- 5.9.1. not use Login Details with the intent of impersonating another individual;
  - 5.9.2. not allow any other person other than a User to use your Login Details;
  - 5.9.3. not do anything likely to impair, interfere with or damage or cause harm or distress to any persons using a Product;
  - 5.9.4. not use a Product, the content therein and/or do anything that will infringe any intellectual property right or other rights of any third parties;
  - 5.9.5. not use any information obtained using a Product otherwise than in accordance with this Agreement;
  - 5.9.6. comply with all our instructions and policies from time to time in respect of the Websites and your use of the Products;

- 5.9.7. co-operate with any reasonable security or other checks or requests for information made by us from time to time; and
- 5.9.8. use the information made available to you using the Products and on the Websites at your own risk.
- 5.10. You shall:
  - 5.10.1. promptly notify us in the event of a breach of security or any unauthorised use of the Login Details;
  - 5.10.2. ensure all Users keep confidential the Login Details;
  - 5.10.3. be liable for all access to and use of the Products whether authorised by you or not.
- 5.11. You shall keep, and procure that all Users and each Authorised Party keep, any Login Details confidential and secure. Without prejudice to our other rights and remedies, we reserve the right to promptly disable your (or any Authorised Parties') Login Details and suspend your (or any Authorised Parties') access and use of the Products in the event we have any reason to believe that any User has breached any of the provisions set out herein.
- 5.12. You acknowledge that you shall be responsible for all use of the Products by Users and any Authorised Parties. You shall be liable for breach of this Agreement by a User or an Authorised Party as if it were a breach by you. We reserve the right to suspend the access of any User or Authorised Party we believe, acting reasonably, is not using a Product for your benefit and on your behalf.
- 5.13. We shall use reasonable endeavours to always make the Products available to you and the Users, but we cannot guarantee an uninterrupted or fault free service.
- 5.14. Our ability to provide the Products may be impaired by conditions or circumstances that are beyond our control, including, without limitation third party service providers, App-Store availability, geographic or atmospheric conditions, local physical obstructions, software and hardware features or functionality of your Devices, personal computer, operating system, and the number of other Users logging onto the Products at the same time. We shall take reasonable action to minimise the disruption caused by such circumstances, but you acknowledge, agree and accept that some such interruptions may not be avoidable.
- 5.15. We use industry standard security measures to protect against the loss, misuse and alteration of the information, data, and/or content handled by our Products. However, you acknowledge and agree that we cannot guarantee complete security of such information, data, and/or content or that our security measures will prevent hacks, worms, bugs, trojans or such other similar devices that may allow access to or unauthorised viewing of such information, data, and/or content.
- 5.16. There may be storage limits associated with the Products. Where applicable, these limits may be described in the services descriptions on our Websites. We reserve the right to charge for additional storage or fees at the rates specified on our Websites. We may impose new, or may modify existing, storage limits for the Products at any time in our discretion, with or without notice to you.

- 5.17. We reserve the right to make changes to the Products or part thereof, from time to time at our sole discretion, and we may from time-to-time update, add, remove, modify and/or vary any features or functionalities of the Products. Such changes shall not however, remove any material element of functionality previously available as part of the Products (insofar as such functionality relates to the intended use of the Product)..
- 5.18. You are responsible for ensuring that your computer systems utilise an up-to-date browser and operating system free from malware or meet any other requirements and specifications as set out in an Order Form, any applicable Documentation or as communicated to you by us from time to time.

## 6. FEES AND PAYMENT

- 6.1. All Products are provided on a subscription basis (a “**Subscription**”) for the term specified in your Order(s) (a “**Subscription Term**”). All Fees are payable in advance and are non-refundable, save as expressly stated in this Agreement. A notice of renewal will be sent to your email at least 60 days from the end of each Subscription Term notifying you that your Subscription is due to renew for an additional Subscription Term.
- 6.2. You shall notify us immediately in the event you cease to comply with any of the restrictions applicable to any of your then current Orders. In the event we receive your notice, or we deem acting reasonably that you have exceeded the restrictions of an Order (including the number of Users permitted), we reserve the right to change your Order in accordance with clause 3, which may result in additional Fees being payable by you. We reserve the right to deduct such Fees from your original method of payment or invoice you for the additional amount.
- 6.3. If you made a payment for your Subscription(s) using an online payment processing service (operated by us or by one of our payment processing partners such as Stripe) you hereby authorise us to use the payment credentials provided by you for any Fees due for any Subscription Terms which are renewed in accordance with clause 7.1. Any invoices are payable within fifteen (15) days of the invoice date. If we do not receive your payment by the applicable due date, we reserve the right (a) to charge interest on all invoices presented to you which are not paid by the applicable due date at the annual rate of 4% above the base rate from time to time of the Bank of England, such interest to accrue on a daily basis from the date on which payment became overdue up to the date on which SIA receives the full outstanding amount together with all accrued interest, whether before or after judgement; and (b) to withhold or suspend your access to the Product(s) and/or terminate your Order(s) or this Agreement.
- 6.4. We reserve the right to increase the Fees at any time on notice to you, which shall take effect from the start of the next applicable Subscription Term following the Subscription Term in which we gave notice to you. Fees for all Products will increase by at least 5% upon each renewal of a Subscription Term unless otherwise notified to you or agreed between the parties in writing.
- 6.5. All Fees payable hereunder are exclusive of VAT or other sales tax, which will be added at the applicable rate and all payments to be made by you hereunder shall be made without set-off, compensation, deduction or counterclaim and without deduction for any taxes, levies, duties, fees, deductions, withholdings, restrictions or conditions of any nature whatsoever. If at any time any applicable law requires you to make any such deduction or withholding from any such payment, the sum due from you with respect to such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, we receive a net sum equal to the sum which we would have received had no deduction or withholding been required.

## **7. DURATION, SUSPENSION AND TERMINATION OF YOUR ORDERS**

- 7.1. Your Subscription Term(s) shall be for the period as specified in the applicable Order and commencing on the date specified in the Order and each applicable Subscription Term shall automatically renew for equivalent Subscription Terms (for example, if your initial Subscription Term is two years, each applicable renewal term shall be two years) unless you have given notice of termination at least 60 days prior to the end of the applicable Subscription Term, or unless terminated earlier in accordance with this Agreement.
- 7.2. We may suspend your access to one or more Products or suspend or terminate all or any part of your Order(s) or this Agreement immediately on notice to you in the event that:
  - 7.2.1. you fail to comply with one or more material provisions of this Agreement or, if you have concurrent contracts with us for different Products, any other agreement which you may have entered into with us;
  - 7.2.2. we believe that there has been fraudulent use, misuse or abuse of features and functionalities of any of our Products (in whole or in part); or
  - 7.2.3. we believe that you have provided us with any false, inaccurate or misleading information, and for the avoidance of doubt, no Fees shall be refunded to you in the event of termination by us in accordance with the foregoing.
- 7.3. You acknowledge and agree that we shall have no liability for any losses incurred by, or any other consequences experienced by, you or any third party as a result of any termination or suspension of your access to the Products.
- 7.4. Either party may terminate this Agreement (including all related Orders) if the other party (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter); (d) if we elect to discontinue providing a Product for which you have purchased a Subscription, in whole or in part; or (e) if we fail to deliver a Product or Equipment as the case may be within ten (10) days of Order.
- 7.5. Upon termination of a Subscription, your and any User's access to the Products shall cease and any Content will no longer be accessible through the Products. We offer an archiving service, at no additional cost, and will retain copies of your Content and/or other data (but not including any Protected Data, which shall be retained only in accordance with the provisions of the Data Processing Agreement which can be located [<https://www.signincentralrecord.com/legal/data-processing>]) made available through the Product for a period of thirty days from the date of termination and you will be provided with written notice from SIA of the final date on which your Content can be retrieved by you before it is permanently deleted.

## **8. INTELLECTUAL PROPERTY RIGHTS, USAGE DATA AND FEEDBACK**

- 8.1. The Products, the Websites and the Documentation, including all Intellectual Property, title and interest therein, and all upgrades and other adaptations and modifications of or to the foregoing (including as developed by us in the course of providing Support Services), are owned or licensed by, and are proprietary to us. Except as expressly provided in this Agreement, we grant no rights or licences under this Agreement whatsoever in or to Products or the Object Code or Source Code therein. All rights and

licences to Products not expressly granted herein are hereby reserved by us. No title to or ownership of any Products or Source code or Proprietary rights related to Products or any related materials is transferred to you under this Agreement. You are expressly prohibited from:

- 8.1.1. reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Products or the Websites; and
- 8.1.2. removing, modifying, altering or using any registered or unregistered marks/logos/design owned by us and/or its licensors, and doing anything which may be seen to take unfair advantage of our reputation and goodwill or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to us.
- 8.2. You and/or your licensors own all rights in the Intellectual Property Rights relating to the Content. Except as licenced to us in accordance with this Agreement, all right, title and interest in and to the Content will remain exclusively with you and/or your licensors.
- 8.3. Save where expressly permitted under this Agreement, we are expressly prohibited from:
  - 8.3.1. reproducing, copying, editing, transmitting, uploading or incorporating into any other materials, any of the Content; and
  - 8.3.2. removing, modifying, altering or using any registered or unregistered marks/logos/design owned by you and/or your licensors, and doing anything which may be seen to take unfair advantage of your reputation and goodwill or could be considered an infringement of any of the rights in the Intellectual Property Rights owned by and/or licensed to you.
- 8.4. You acknowledge and agree that (i) we may monitor the use of the Products by you and collect data relating to such use solely for purposes of: (a) providing the Products, (b) ensuring compliance with this Agreement, and (c) planning, development and improvements with respect to the Products; (ii) we may publish and display Usage Data for the promotion of the Products, during the Term of this Agreement and thereafter, as long as the Usage Data is aggregated and anonymised such that any customers, users or other information cannot be identified, extracted, inferred, reverse-engineered, extrapolated or interpolated.
- 8.5. **"Usage Data"** means: (i) the number of Users and the geographical location where such Users are located (but not, for the sake of clarity, the identity of any User or the specific location), (ii) Counts of sign in activity and feature usage, (iii) Identifying global trends and behaviour patterns, (iv) device models, screen sizes and software versions in use including operating systems, (v) general site locations and number of active users (for the sake of clarity, within the United States at the State level or within Canada at the Province level, and (vi) error frequency and patterns.
- 8.6. From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to us, ("**Feedback**"). We may in connection with the Products freely use, copy, disclose, licence, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in this Agreement limits our right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

## 9. CONFIDENTIALITY

- 9.1. All confidential, non-public information one party receives from the other in its performance of this Agreement that is marked “confidential” or that the other party knows, or reasonably should know, is confidential to such party, including software and information relating to products, pricing, Intellectual Property, technical information, business strategies (including the existence of, the terms of and its position in any dispute in relation to an Agreement), employees, officers, contractors and agents and customers (“**Confidential Information**”), will be held in confidence and only be used strictly in accordance with this Agreement and not for any other purposes and will not, without the express written consent of the disclosing party, be used or disclosed except to those of the receiving party’s representatives who are bound to substantially similar obligations of confidentiality and have a need to know. Each party will be responsible and liable for the acts and omissions of its representatives to the same extent as if performed by such party. In any case, the receiving party shall exercise at least the same standard of care to protect such information from unauthorised disclosure or use as it uses to protect its own confidential information of a similar nature, which in no event shall be less than reasonable care. For the avoidance of doubt, information which (a) is in the public domain at the time of its disclosure by disclosing party or thereafter; (b) was properly in the receiving party’s possession prior to such disclosure by disclosing party; or (c) was disclosed to receiving party by a third party who did not obtain such Confidential Information, directly or indirectly, from the other party subject to any confidentiality obligation, will not be considered Confidential Information under an Agreement. Notwithstanding the confidentiality obligations under an Agreement, the receiving party is free to make disclosure of any Confidential Information in a judicial, legislative, or administrative investigation or proceeding or to a government or other regulatory agency; provided that, to the extent permitted by the circumstances, the receiving party provides to disclosing party prior written notice of the intended disclosure to enable the disclosing party the reasonable opportunity to contest or limit such disclosure (including reasonable assistance at disclosing party’s expense) or, if prior written notice is not permitted, prompt notice of such disclosure. Each party acknowledges that the disclosure of Confidential Information may cause irreparable injury to the party whose information is disclosed. Therefore, each party is, upon a disclosure or threatened disclosure of any Confidential Information, entitled to seek injunctive relief. This provision shall not in any way limit such other remedies as may be available to such party at law or in equity.

## 10. EXCLUSION OF WARRANTIES, LIMITATION OF LIABILITY AND INDEMNITY

- 10.1. You hereby warrant that (a) all users with administrative access to the Products are at least 18 years old; (b) you have the right and capacity to enter into and be bound by this Agreement; and (c) you shall comply with all applicable laws regarding the use of the Products.
- 10.2. **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY LAW: (A) THE PRODUCTS ARE PROVIDED “AS IS”, “WHERE IS” AND “AS AVAILABLE”, AND WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY (INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR PURPOSE, SYSTEM INTEGRATION, OR WARRANTIES WITH RESPECT TO THE QUALITY, AND/OR PERFORMANCE OF, THE PRODUCTS); AND (B) WE DO NOT REPRESENT, WARRANT OR PROVIDE ANY OTHER FORM OF GUARANTEE THAT THE PRODUCTS MEET YOUR REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, OR ARE ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, OUR AGENTS, OUR THIRD-PARTY SERVICE PROVIDERS, SUBCONTRACTORS, OFFICERS, EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE**

**THE SCOPE OF ANY WARRANTY, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE WITH RESPECT TO US. THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT TO THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

- 10.3. Nothing in this Agreement shall be deemed to exclude, restrict or limit liability for the following categories:
- 10.3.1. death or personal injury resulting from negligence; or
  - 10.3.2. any liability for fraudulent misrepresentation.
- 10.4. Subject to clause 10.7, we shall not be responsible for any:
- 10.4.1. loss of profits, sales, business, or revenue;
  - 10.4.2. loss or corruption of data, information or software;
  - 10.4.3. loss of business opportunity;
  - 10.4.4. loss of anticipated savings;
  - 10.4.5. loss of goodwill; or
  - 10.4.6. special, indirect or consequential loss,
  - 10.4.7. whether such losses, damages, costs and expenses resulted from your or our negligence, failure to comply with this Agreement or otherwise.
- 10.5. You shall, to the maximum extent permitted by law, but subject to clause 10.7, indemnify, defend and hold Sign In App harmless for any and all losses in respect of, arising from, or asserted in, any demand, or any civil, criminal, administrative, or investigative claim or proceeding commenced or threatened by any third party (a "Third Party Claim") against Sign In App arising or resulting from (a) a wilful breach of obligations hereunder by you (b), the use of the Products in a manner not permitted by this Agreement, or, (c) your infringement or misappropriation of, or any other violation of, a third party's Intellectual Property Rights.

- 10.6. We shall, to the maximum extent permitted by law, but subject to clause 10.7, indemnify, defend and hold you harmless for any and all losses in respect of, arising from any Third Party Claim against you arising or resulting from (a) the gross negligence or wilful misconduct of Sign In App in the performance of our obligations under this Agreement, (b) a wilful breach of our obligations hereunder or, (c) our infringement or misappropriation of, or any other violation of, a third party's Intellectual Property Rights.
- 10.7. Subject to any additional terms [\[https://www.signincentralrecord.com/legal/product-terms-additional\]](https://www.signincentralrecord.com/legal/product-terms-additional), except in connection with (a) a party's breach, violation, infringement or misappropriation of (i) the other party's Intellectual Property Rights, (ii) a third party's intellectual property rights or (iii) its confidentiality obligations under clause 9; (b) a breach of any party's data protection obligations under the Data Processing Agreement, or (c) your liability for your payment obligations hereunder, the total amount of either party's liability to the other party per claim or series of related claims shall not exceed the Fees paid by you to us in the twelve (12) month period immediately preceding the month in which the claim arose (provided that all claims arising from the same or substantially the same circumstances will be treated as one, and will be treated as arising on the date on which the first such claim arose).

## 11. EQUIPMENT

- 11.1. If you have included the purchase of Equipment in your Order then the Hardware Sale Terms shall apply to your Order, which are located at [\[https://signinapp.com/terms/product-terms\]](https://signinapp.com/terms/product-terms). If you have included the rent of Equipment in your Order then the Hardware Rental Terms shall apply to your Order, which are located at [\[https://www.signincentralrecord.com/legal/product-terms-rental\]](https://www.signincentralrecord.com/legal/product-terms-rental)

## 12. TRAINING

- 12.1. If an Order specifies that you will be entitled to training in respect of one or more Products then the following additional terms will apply [\[https://www.signincentralrecord.com/legal/product-terms-additional\]](https://www.signincentralrecord.com/legal/product-terms-additional).

## 13. PRODUCT SPECIFIC TERMS

- 13.1. If you have included the Sign in App Visitor Management Application in an Order then additional terms will apply, which are located here [\[https://www.signincentralrecord.com/legal/product-terms-additional\]](https://www.signincentralrecord.com/legal/product-terms-additional).
- 13.2. If you have included Sign In Central Record in an Order then additional terms will apply, which are located here [\[https://www.signincentralrecord.com/legal/product-terms-additional\]](https://www.signincentralrecord.com/legal/product-terms-additional).
- 13.3. If you have included Sign In Scheduling in an Order then additional terms will apply, which are located here [\[https://www.signincentralrecord.com/legal/product-terms-additional\]](https://www.signincentralrecord.com/legal/product-terms-additional).

#### **14. FREE TRIALS AND FREE PRODUCTS**

- 14.1. We may offer you a one-time free trial for such period set out on the Websites from time to time, during which you can try out a Product for free ("**Free Trial**"). You acknowledge that during any Free Trial, the applicable Product may have certain restrictions and limited functionality. The terms relating to the Free Trial are located at [\[https://signinapp.com/terms/free-trial\]](https://signinapp.com/terms/free-trial)
- 14.2. We may make certain Products available to you free of charge ("**Free Products**"). Free Products are provided to you without charge up to certain limits as described in the Order. Usage over these limits requires you to purchase an Upgraded Subscription.

#### **15. DATA PROTECTION**

The terms applicable to the processing of Personal Data are set out in the Data Processing Agreement which is located at [\[https://www.signincentralrecord.com/legal/data-processing\]](https://www.signincentralrecord.com/legal/data-processing).

#### **16. PUBLICITY AND MARKETING**

- 16.1. You hereby agree that we may in any of our marketing material refer to you as our customer and refer to the type of services that we have provided to you. Such use will be limited to the following marketing materials: brochures; on our Websites; promotional videos; and for the purposes of internal and external company presentations.
- 16.2. Subject to your prior written approval, we may publish and circulate a case study describing the Products supplied by us to you, including aggregate figures relating to your use of the Products or any other information which may be agreed between us.

#### **17. THIRD PARTY TERMS**

- 17.1. If you are required to download any of our Products through an App-Store, or if you purchase products or services which are provided by third parties and offered through our Products or Websites, then additional terms will apply.
- 17.2. Some of our Products contain links to and integrations with the third-party products and may include integrations to other third party applications and services ("**Third Party Services**"). These Third Party Services are not owned or controlled by us and we have no control over, and assume no responsibility for, the content, privacy policies, or practices of any Third Party Services. We do not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Services, and the inclusion of any link in the Products, or any other services provided in connection with them is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us of any information contained in any Third Party Service or associated websites. In no event will we be responsible for the information contained in such third party website or for your use of or inability to use such website. Access to any third party website is at your own risk, and you acknowledge and understand that linked Third Party Services may contain legal terms and conditions and privacy policies that are different from ours and which you may be required to accept and adhere to. We are not responsible for such terms, provisions or policies, and expressly disclaim any liability for them.



## 18. GENERAL

- 18.1. If either party is prevented or delayed from performing any of its obligations under this Agreement by acts of God, war, hostilities, riot, fire, epidemics, pandemics, explosion, accident, flood, sabotage, lack of adequate power or labour, strike, lock-out or injunction, compliance with governmental laws, regulations or orders or any other cause which affects performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the party affected ("**Force Majeure**") its obligations under this Agreement shall be suspended for so long as the Force Majeure continues and to the extent that that party is so prevented, hindered or delayed. If any Force Majeure prevails for a continuous period in excess of 30 days, either party shall be entitled to terminate this Agreement in its entirety or in part by giving notice in writing to the other party.
- 18.2. If we fail at any time to insist upon strict performance of our obligations under this Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled to under this Agreement, this will not constitute a waiver of any such rights or remedies and shall not relieve you from compliance with such obligations.
- 18.3. You shall comply with all foreign and local laws and regulations which apply to your use of the Product in whatever country you are physically located, including without limitation, export control laws and regulations.
- 18.4. A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 18.5. No waiver by us of any of the terms of this Agreement shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

- 18.6. All notification and communication should be sent to the contact details set out on the page “Contracting Entity and Jurisdiction” which can be located at [<https://www.signincentralrecord.com/legal/contracting-entity>]. A notice or communication is deemed given: (i) if delivered personally, when left at the relevant party’s address; (ii) if sent by post, two working days after posting it; (iii) if sent by email on completion of its transmission.
- 18.7. If any term, condition or provision of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent, be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.
- 18.8. This Agreement (and any Orders) represent the entire agreement between you and us in respect of your use of the Websites and the Products and shall supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 18.9. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. You may not assign or transfer this Agreement (in whole or in part) or any of your rights or obligations hereunder, unless you make a request in writing in advance and we reply in writing consenting to your request. We may require you and the proposed assignee/transferee to agree to additional terms or pay additional fees. We do not give blanket consents, so you will follow these procedures for each additional or subsequent transfer or assignment you or your permitted assignees/transferees wish to make. We may assign this Agreement and any of our rights or obligations under this Agreement to an Affiliate, in our sole discretion.
- 18.10. You acknowledge that in entering into this Agreement, you have not relied on any representations, undertaking or promise given by or implied from anything said or written whether on the Websites, the Internet or in negotiation between us (whether made innocently or negligently) except as expressly set out in this Agreement.
- 18.11. Except as provided in clause 17, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this agreement.
- 18.12. This Agreement are governed by and construed in accordance with the laws of the applicable legal jurisdiction as set out on the page “Contracting Entity and Jurisdiction”.
- 18.13. We may alter or amend this Agreement by giving reasonable notice to you by email. By continuing (or Users continuing) to use the Products after expiry of the notice period, you will be deemed to have accepted any amendment to this Agreement.

## DEFINITIONS

### Schedule 1 Definitions

**"Affiliate"** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

**"App-Store"** means the third party app-stores we may offer the applicable Products for download through;

**"Authorised Parties"** shall mean those Affiliates (meaning any present or future entity controlling, controlled by, or under your common control), service providers, or other third parties authorised by you as identified in Order, provided in each case that you are responsible for each Authorised Party's compliance with this Agreement and remain fully liable for any breach of the terms of this Agreement by any such Authorised Party.

**"Companion App"** means the mobile application we make available to download and install onto a Device from the App-Store (and which includes any updates, enhancements, modifications or variations thereto) which we make available as part of the Management Portal in connection with the Sign In App Visitor Management Application;

**"Confirmation Email"** shall have the meaning attributed in clause 2.3;

**"Content"** means any and all data, files, documents, multimedia files, third party links, images, videos, and any other information or material whatsoever (in any format) made available by you, your or any Users (including any content owned by a third party) in connection with the use of the Products or otherwise accessed and/or processed using the Products;

**"Data Protection Laws"** means as applicable and binding on you or us:

(a) in the United Kingdom:

- i. the Data Protection Act 2018 and the UK GDPR;
- ii. the GDPR, and/or any corresponding or equivalent national laws or regulations;

(b) in member states of the European Union: the GDPR and all relevant member state laws or regulations giving effect to or corresponding with any of them;

(c) any applicable laws replacing, amending, extending, re-enacting or consolidating any of the above Data Protection Laws from time to time;

**"Device"** means the devices owned or leased by you or your Users to download and use the

Products;

**“Documentation”** means any materials, articles, blogs or technical information made available by us in any 'knowledge' or 'help' centre section of our Websites;

**“Equipment”** means the equipment, Devices and any hardware materials (including any devices) you purchase or rent from us and as set out in an Order;

**“Fees”** means as set out in an Order;

**“Free Trial”** shall have the meaning attributed at clause 14.1;

**“GDPR”** means the General Data Protection Regulations 2016/679;

**“Intellectual Property Rights”** means all intellectual property rights throughout the world including without limitation, (a) any right arising under any patent, copyright, trademark, trade secret or other intellectual property law anywhere in the world; (b) all software (including all related data), processes, methodologies, technologies, algorithms, architectures, techniques, designs, reports, works of authorship, video recordings, audio recordings, photographs, models, trade secrets, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, trademarks, service marks, logos, business names, formulae, ideas, inventions (including all patents, patent applications, patent disclosures, and any reissues, continuations, continuations-in-part, revisions, and re-examinations thereof), discoveries, programmer interfaces, specifications, operating instructions, know-how, drawings, concepts, notes, manuals, documentation, training materials, and job aids, regardless of whether intellectual property rights actually inhere in any such items; (c) any other tangible or intangible items in which intellectual property rights may inhere; and (d) all modifications, enhancements, translations, adaptations, derivations/derivative works, and combinations of any of the foregoing, patents, utility models, trade and service marks, trade names, domain names, right in designs, copyrights, moral rights, topography rights, rights in databases, trade secrets and know-how and in all cases whether or not registered or register able and including registrations and applications for registration of any of these and rights to apply for the same, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

**“Login Details”** means the unique username and password required for all Users to access and use the Products;

**“Management Portal”** means the administrative portal of the Sign In App Visitor Management Application accessible with the Login Details on the Websites or through a Companion App through which a User may manage the Reception App;

**“Reception App”** means the mobile application forming part of Sign In App Visitor Management Application that we make available to download and install onto a Device from the App-Store (and which includes any updates, enhancements, modifications or variations thereto) and which is used to interact with your Site(s) visitors during the signing in and out process;

**“Order”** means an order in respect of a Subscription and/or Equipment that you submit to us (whether via the Websites or by email) and which is accepted by us in accordance with this Agreement;

**“Products”** means together the Sign In App Visitor Management Application, Sign In Central Record and Sign In Scheduling;

**“Protected Data”** means personal data received by us from or on your behalf in connection with the performance of our obligations under this Agreement, excluding any personal data received by us from you in relation to the entry and enforcement of this Agreement;

**“Purpose”** means to use, copy, compress, modify and transmit in order to provide you with the Products and perform our obligations under this Agreement;

**“Scope of Use”** means your permitted scope of use for one or more Products as specified in an Order;

**“Sign In Central Record”** means the online single central record software application (formerly known as SCR Tracker);

**“Sign In App Visitor Management Application”** means the online visitor management software application which comprises of the Reception App, the Management Portal and the Companion App;

**“[Sign in Scheduling]”** means the online scheduling and booking software application (formerly known as 10to8);

**“Site”** shall mean a building in a single postal or zip code, or a group of buildings that share the same postal or zip code and as more specifically identified in an Order;

**“Sub-processors”** means another data processor engaged by us for carrying out processing activities in respect of the Protected Data on your behalf;

**“Subscription”** has the meaning as set out in clause 6.1;

**“Subscription Term”** has the meaning as set out in clause 6.1;

**“UK GDPR”** means the retained EU law version of the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419).

**“User(s)”** shall mean a person who you or an Authorised Party have permitted to access and use the Products including your employees, representatives, consultants, contractors, agents, or other third parties, provided they are acting for your benefit and on your behalf, and who has been given the Login Details;