



POLICEBOX



QUVO

Mobile Working Platforms

Terms and Conditions

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PoliceBox® and Quvo® are mobile working platforms, designed for any organisation employing mobile work teams. They deliver straightforward digital transformation of workflow and business processes to frontline workers empowering organisations to be in control of the design, management, and implementation of their operational processes, without needing to rely on third party suppliers or consultants.



POLICEBOX

PoliceBox is designed specifically for operational Policing in the UK operating at OFFICIAL.



QUVO

Quvo is designed for public sector organisations such as Local and Central Government, Fire, Ambulance, NHS, Justice operating at OFFICIAL.

PoliceBox and Quvo allow offline and online working with smartphones, tablets or PCs running Android, iOS or Windows UWP.

Licence Agreement

Coeus Software Ltd (Coeus) reserves the right to amend and revise these terms and conditions when necessary due to changes in legislation, codes of conduct, regulations and Government policy. When this occurs, Coeus will bring any changes to your attention in as many formats as necessary, but primarily in email format, to the principal contact associated with this agreement. Your acceptance may be provided in writing to Coeus but will be implied through your continued use of the solutions, after notification of any such changes has been issued.

This licence agreement is between you as a solutions subscriber (“you”, “your”, “your organisation” or the “Customer”) and Coeus Software Ltd (Company No. 05830505) whose business is located at Boho 5, Bridge Street East, Middlesbrough, TS2 1NY, England (“Coeus” or “we”) for this software product.

Coeus are the sole owner and operator of the solutions. The agreement includes a licence to the software, all maintenance releases, updates, upgrades or features to the software, if any, provided by Coeus either directly or indirectly to you and the associated documentation and training materials provided during the installation process.

You agree to be bound by the following terms and conditions. If you are entering into this agreement on behalf of an organisation (e.g. Police Force) or other legal entity you represent, you have the authority to bind such entity (and its affiliates) to these terms and conditions hence, the terms “you” and “your” shall refer to the entity (and its affiliates).

Any breach of these terms and conditions by you or your organisation’s users may result in the termination of this agreement and your use of the software will be terminated. In the event that Coeus suspects that a data breach or any unlawful use of the software has taken place, then the relevant authorities will be notified.

Scope

This Licence covers the subscription agreement (agreement) for the software and 'Standard' support services* (support) which are made on a non-exclusive, non-transferable basis as well as any optional services that you may wish to purchase from time to time during the term of the agreement.

The agreement allows you to use the software which includes the software as a service cloud service, the integration server, the app designer and client application under the terms set out herein and integrated into your back office systems in whole or in part using the API or connectors which comply with the relevant solutions' SDK.

The agreement (including licence grant) does not cover connectors obtained from third party suppliers (including Coeus partners), nor does it cover the licence to use integration capabilities of third party systems such as target back-office systems, which will require separate licence cover. The arrangement of such cover remains your responsibility.

The agreement may incorporate a minimum term, which will be clearly stated on your order.

Definitions

The following definitions in this clause apply to these terms and conditions:

“Client App” means the mobile phone and tablet applications via which the customer’s end-users of the Solution get access to the Solution.

“Connectors” means the optional integration modules to the PoliceBox and Quvo cloud services, some of which are made available ‘off the shelf’ by Coeus or which may be specially developed by Coeus or specially selected third parties upon the request of the customer.

“Data Protection Laws” means the UK data protection legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy.

“Integration Server” means the virtual server to be installed on the customer’s network, in accordance with the instructions provided by Coeus, on which the PoliceBox API, Exporter and Real-time Interface Gateway (RIG) may be installed.

“Platform” means the Microsoft Azure platform on which PoliceBox and Quvo are hosted.

“Price List” means Coeus’ pricing for the supply of any services as outlined to the customer upon the customer’s order of services.

“App Designer” means the tool made available to the customer as an optional extra to the services for the purposes of for the purposes of customising the Client App, designing tasks and associated integration configurations.

“Services” means all services to be provided to the customer by Coeus in accordance with these terms and conditions, as more specifically outlined in the specification, which will include the on-boarding services, off-boarding services, the hybrid server, the client app and support services together with any connectors, training services and data return services that the customer may choose to procure at its sole discretion.

“Software” means the solution’s applications, the integration server, the App Designer, the client app and any connections supplied by Coeus to the customer under these terms and conditions.

“Solution” means each of PoliceBox or Quvo together and/or interchangeably (where the context requires) depending on which specific solution you are licensing.

“Specification” means the specification agreed between Coeus and the customer detailing the services to be provided by Coeus, the timescales for such services to be delivered and such other details as the parties may determine.

“UK Data Protection Laws” means any data protection legislation from time to time in force in the UK including the data protection act 1998 or 2018 or any successor legislation.

Terms and Conditions of Use

1.1 On-Boarding

- a. Prior to making the solution 'live' for the customer's end users Coeus will provide the on-boarding services as outlined in the specification.
- b. As part of the on-boarding service Coeus will provide support services as outlined in the specification, included within the charge for the on-boarding services as outlined in the price list.

1.2 User Management

- a. In this section the phrase 'you' covers both the customer and the customer's end-users of the solution.
- b. As a PoliceBox customer, you undertake to use the software for valid operational policing purposes, in the context of a mobile information processing solution, for data classified up to and including OFFICIAL.
- c. As a Quvo customer, you undertake to use the software for valid operational purposes, in the context of a mobile information processing solution, for data classified up to and including OFFICIAL.
- d. You shall remain the owner of the data that is collected with and handled by the Software. You agree that Coeus Software is not responsible for the content collected by you, during your use of the solution.
- e. You undertake to maintain your responsibilities in relation to the European Convention on Human Rights, the Data Protection Act (1988 & 2003), Protection of Freedoms Act (2012) and the Home Office Code of Practice on Management of Police Information and all prevailing legislation and guidance in relation to the collection and use of data handled using the solution.
- f. You undertake to audit the usage and behaviour of your user community to ensure that the Solution is being used for a valid policing or security purpose to ensure that the Software's integrity and compliance is maintained.

1.3 Inappropriate Use

- a.** You understand that you as (or anyone acting as an agent of) a commercial competitor of Coeus are prohibited from using or handling the software in any respect unless you have prior written permission from Coeus. Coeus will take legal action against any contravention of this requirement.
- b.** The solution has been developed by, and as a result is owned by, Coeus and is not available as an open-source solution. Nothing in these terms, or any agreement between Coeus and you will result in the solution becoming open-source.
- c.** You are not permitted to rent, lease or sub-licence any aspect of the software under this agreement without the prior written consent of Coeus and unless the sub- licensee is considered by Coeus to be in scope, under the terms of this agreement.
- d.** You are not permitted to make any alterations to the Integration Server component, the App Designer, any supplied connectors or the Client App other than for:
 - 1) Deploying connector(s) to the Integration Server for the purposes of integration with back-office systems,
 - 2) Modifying business processes (configuration) with the App Designer, or
 - 3) Deploying the Client App to devices such as through a Mobile Device Management (MDM) platform.
- e.** You are not permitted to disassemble, de-compile, reverse-engineer or create derivative works based on the whole or part of the Software even for:
 - 1) The apparent purpose of achieving integration since the software provides adequate integration points,
 - 2) The purpose of creating software which is substantially similar to the software, or
 - 3) The apparent or deliberate purpose of unauthorised connecting to the SaaS components of the software.
 - 4) Obtaining data in bulk from your subscription.
- f.** You must not permit the creation or use of tools or applications which falsely represent the solution product, both in terms of the functionality or the user interface which the solution provides.
- g.** You must not misuse the solution by knowingly introducing viruses or malware of any kind and you agree to ensure that users and devices under your control are appropriately safeguarded with endpoint protection and device controls which limit the extent by which unsolicited information can be used from the internet.

1.4 Data Management and Protection

- a. In this section capitalised terms that have not been defined shall have the meaning given to them in the Data Protection Laws.
- b. You understand and agree that the data inputted into the solution will be transferred between the solution components held within your ICT environment and endpoints known as the Mobile Interface Gateway (MIG), Back-office Interface Gateway (BIG), Real-time Interface Gateway (RIG) and the Application Programming Interface (API) on the platform on the platform across an appropriately protected network infrastructure for the purposes of information assurance.
- c. The solution's technical processing of data, through all of its components, ensures that it is encrypted and, where appropriate, compressed when transferred between endpoints. This is in addition to the use of any VPNs and other information assurance products implemented by you.
- d. Coeus is not responsible for the failed or delayed transferring of data when the network connectivity service that is under your control (and outside the control of Coeus) is disrupted or unavailable. However, Coeus may provide knowledgebase information to assist in expedient resolution associated with incident and problem management.
- e. You agree that the solution may store data at rest on the user's device in an encrypted manner in order to achieve the 'offline' capability. This data at rest may include part-completed tasks as well as completed or abandoned tasks that are waiting to be sent to the solution database, and recently completed tasks to which the user may need to refer. data at rest also includes user user profile data and other data necessary for the correct operation of the software.
- f. You acknowledge that completed or abandoned tasks and business processes will be stored in the solution database in the cloud environment, which will be segregated specifically for your sole use and held in an encrypted state where appropriate. You agree that it is your responsibility to vet, filter and cleanse such data as per the legislation and guidelines applicable to you.
- g. You acknowledge that the solution and the Client App utilise location data to provide the functionality you require from the software as a whole. By using the Client App you accept that such data will be collected, stored and transferred in accordance with the terms of this agreement.
- h. The solution database will be protected at its boundary by security appliances (including firewalls) within the platform.
- i. In ensuring that only genuine users have access to the service and its data, the solution database will also be protected by an intelligent service, in the cloud, governed by federated identity management. The service protects the interconnectivity with Solution components that are stated as installed in your ICT environment including the client application. You acknowledge that it is your responsibility to ensure that access is granted only to users that have a requirement in order to perform their duties on your behalf.
- j. Accessing and use of all aspects of the solution will be continuously audited and the audit will be made available to you for monitoring purposes upon request.
- k. Data held in the solution database serves as the authentic copy of your data as collected by the user at the time of capture. Should you require such data to be authenticated the solution will be able to assist with such authentication at the rates set out in the price list.

- l.** The parties acknowledge that for the purposes of the Data Protection Laws, Coeus is the Data Processor and the customer is the Data Controller of any personal data transferred or processed using the software.
- m.** Both parties warrant to one another that they shall comply with their respective obligations under the Data Protection Laws in respect of such personal data.
- n.** The customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Coeus for the duration and purposes of this agreement.
- o.** Coeus shall, in relation to any personal data processed in connection with performance by Coeus of its obligations under this agreement:

 - i.** process that personal data only on the written instructions of the customer;
 - ii.** ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the customer, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - iii.** ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
 - iv.** assist the customer, at the customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the data protection legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - v.** notify the customer without undue delay on becoming aware of a personal data breach; and
 - vi.** at the written direction of the customer, delete or return personal data and copies thereof to the customer on termination of the agreement unless required by any laws to store the personal data.
- p.** In respect of PoliceBox and Quvo Coeus warrants that any personal data stored by it for the provision of the Services shall be stored only within the UK.
- q.** In the event of a suspected data breach, Coeus will assist the relevant authorities on a case-by-case basis to provide audit trails and system logs for the purposes of investigation of any such allegation. Coeus will apply a charge to you for this assistance in accordance with the price list unless such breach can be attributable directly to Coeus in which case such assistance shall be provided without charge.
- r.** The parties agree that nothing in this agreement shall prohibit or prevent Coeus collating anonymised data generated by the customer's use of the services and/or solution, which can be used by Coeus for the purposes of monitoring and improving the performance of the services and solution together with providing to the customer, and third parties, reports and collateral regarding such anonymised data.

1.5 Integration Server Licence

- a. To make use of the PoliceBox and Quvo Solutions you may need to have installed on your network the integration server.
- b. Prior to the launch of the solution (as detailed in the specification) Coeus will make available to the customer the necessary set-up files for the integration server, together with clear instructions as to how to install the integration server on the customer's network.
- c. Coeus shall provide such reasonable assistance as the customer may require in installing and setting up the integration server so as to enable it to utilise the services.
- d. The licence for the integration server shall commence upon the delivery of the executable file, as outlined above, and shall renew annually in line with these terms and conditions and shall automatically expire on the termination of the agreement.
- e. The customer agrees that it shall not alter any settings within the integration server unless under the express instruction of Coeus.
- f. Should, by reason of the actions of the customer, a fault arise with the integration server Coeus shall provide such support and assistance as may be reasonably required to rectify such fault at the costs outlined in the price list.
- g. Coeus warrants that the integration server shall operate materially in accordance with the specification throughout the term of the agreement.
- h. Upon termination of the agreement the customer shall immediately uninstall the integration server from its network and shall delete any files relating to the integration server from its systems. Coeus reserves the right to perform such actions without reference to the customer in the event the customer has failed to comply with its obligations in this clause by 14 days after the termination of the agreement.

1.6 Connectors provided by Coeus

- a. Connectors provided by Coeus (either off-the-shelf or specially created for you) are licensed in accordance with these terms and conditions with the following exceptions:
 - 1) They are licensed on an annual basis which will cover update releases and service management.
 - 2) The licence shall automatically expire on the termination of this agreement.
 - 3) They are licensed in accordance with the price list or built to an agreed specification and price for specially developed connectors.
 - 4) Pricing for 'off-the-shelf' connectors, built by Coeus, may be found on the price list.
 - 5) Pricing for our specialist connector development capability will be dependent on your requirement. Coeus will work with you to agree a specification from where pricing will be derived from our rate card on the basis of the amount and types of resources needed to build, test, deploy and maintain the connector for you.
 - 6) Where Coeus is producing specially developed connectors for you, the specification of the connectors shall be agreed between the parties, together with a timescale for delivery of the completed connectors, and this shall form part of the specification. The customer acknowledges and agrees that where it asks for Coeus to develop connectors specifically for the customer Coeus shall be entitled to make these connectors available to any other users of the Software. Coeus agrees that where it does make such bespoke connectors available for other users of the software it shall only charge such customers for any time spent by Coeus in altering the connector for their own purposes and not for the connector itself.
 - 7) Coeus warrants that any connectors provided by it shall operate materially in accordance with their description and any specification throughout the term of this agreement.

1.7 Connectors provided by you or third parties

- a.** You are able to build your own connectors (either by yourself or by engaging a separate third party) as long as those connectors:
 - 1) Comply with the connector SDK and API integration guidelines provided by Coeus which we will supply to you.
 - 2) Are fully tested by you before it is deployed to ensure that its use (and distribution) of your data is appropriate and proportionate to your requirement.
- b.** Connectors that are built either by yourself or by engaging a separate third party are deployed at your own risk. Coeus cannot accept liability for loss, damage or corruption to data brought about by the use of such a connector. Should the use of such connectors result in the reduction of functionality of, or damage to, the software, Coeus shall be entitled to charge the rates set out in the price list to complete any corrective action required to fix such damage.

1.8 Process Mapping Services

- a.** Where Coeus is providing process mapping services it can only perform such services effectively with the full cooperation of the customer.
- b.** The Customer warrants that to enable Coeus to effectively provide the process mapping services it shall:
 - 1) Cooperate fully with Coeus;
 - 2) Give Coeus access to such resource, personnel and systems as Coeus may reasonably require to perform the Services;
 - 3) Give clear instructions and guidance to Coeus as to what processes require mapping and the expected outcome from the services;
 - 4) All process mapping services shall be charged at the rates set out in the price list.

1.9 Training Services

- a.** Where Coeus is providing training services the parties will agree the scope of such services in the specification.
- b.** All training services will be provided at the costs outlined in the price list.
- c.** Coeus warrants that the training will be provided by personnel with sufficient experience and expertise in the subject area of the training.
- d.** Coeus warrants that any personnel attending the customer's premises shall follow all reasonable instructions given by the customer in respect of security, confidentiality and health and safety.
- e.** The customer shall provide Coeus with such access to its premises and systems as Coeus reasonably requires to provide the training services.
- f.** The customer warrants that any of its personnel attending training shall arrive to the training promptly and shall not act in a disruptive manner throughout the provision of the training services.
- g.** The customer shall provide Coeus and its personnel with suitable refreshments throughout the course of the training and shall also arrange for such equipment to be available to assist with the training as may be reasonably required by Coeus.

1.10 Business Continuity

- a.** Coeus will ensure data stored in the platform on your behalf is backed up on a daily basis and stored for a retention period of at least fourteen (14) days in accordance with Coeus' disaster recovery policy, which is available upon request. However, this does not remove the responsibility on the customer to keep its own backup of such data and Coeus shall not be liable for any loss of data where the Customer has not complied with best practice with regard to its own backups of its data.
- b.** Should you require a copy of the latest back-up of your data you must notify Coeus as soon as reasonably practicable and Coeus will arrange for the data to be supplied to you in a manner agreed between the parties.

1.11 Bandwidth Usage

- a.** Your use of the solutions will incur bandwidth and storage usage with the platform provider our price plan will state our fees associated with your use of the cloud platform.
- b.** You acknowledge that the cost of such bandwidth is not set by Coeus and is subject to change at the discretion of Microsoft. We will use reasonable efforts to notify you as soon as reasonably practicable should we become aware of any changes to such charges.

1.12 Solution Management

- a.** Coeus provides support through its service desk, which is available to subscribers under the terms outlined below.
- b.** Service management includes the day to day running and monitoring of the solution service in the cloud, which includes
 - 1) The Solution Database,
 - 2) Mobile Interface Gateway,
 - 3) Back office Interface Gateway, and
 - 4) Self-Service html interface.
- c.** Service management includes the correct operation of the following the Solution components which are held in your ICT environment. Incident and problem management will commence upon you placing a service desk ticket being with Coeus.
 - 1) The Solution Client Application,
 - 2) App Designer,
 - 3) the Solution connector SDK,
 - 4) Integration Server,
 - 5) Real-time Search Gateway,
 - 6) The Application Programming Interface, and
 - 7) Graph Server (Active Directory Federated Identity integration).
- d.** It is your responsibility to inform Coeus of any planned or unplanned downtime of back office systems upon which your subscription depends. Effective resolution of service desk tickets is dependent upon this essential communication.

1.13 Off-Boarding and Data Return Services

- a.** The off-boarding services will automatically commence upon receipt of notice of termination by Coeus, where the customer is terminating this agreement, or upon issue of notice of termination where Coeus is terminating this agreement.
- b.** Coeus shall use commercially reasonable endeavours to complete the off-boarding services by no later than the date termination of this agreement is effective.
- c.** Where the customer did not select the data return services at the point of order, by no later than fourteen days (14) following the termination of this agreement the customer shall notify Coeus whether it wishes to receive the data return services. All such services shall be charged in accordance with the price list.
- d.** Should the customer not select the data return services at the point of order, or fail to notify Coeus of its requirement for the data return services in accordance with clause 1.14 c above, Coeus shall be entitled to deem that such services are not required and delete any data held by it for the customer in accordance with the terms of this agreement or any applicable legislation relating to the storage and retention of such data.
- e.** Should the customer require the provision of the data return services the parties shall mutually agree a date and location and method for the data to be returned to the customer.
- f.** It shall be the responsibility of the customer to supply any such hardware that may be required to complete the transfer of the data. Coeus shall provide such reasonable assistance as may be required by the customer in this regard.
- g.** Coeus shall be responsible for arranging all such access (whether physical or electronic) as may be required by the customer to obtain its data.
- h.** Coeus shall not be liable for the outcome of the data return services unless it has agreed to perform such services on behalf of the customer.

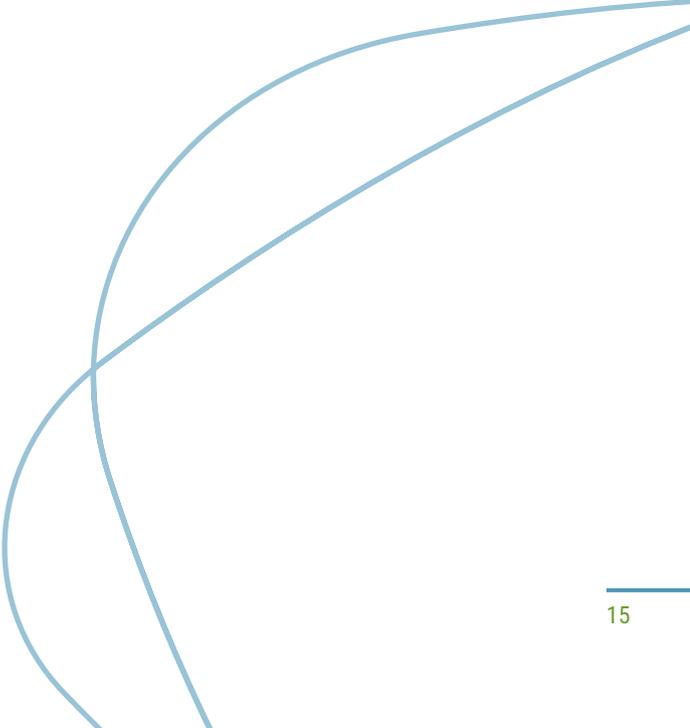
1.14 Liability

- a. You understand and accept that Coeus uses Microsoft Azure as its partner to host the solutions. While Coeus takes every care to ensure that the platforms' availability terms are at least in accordance with good industry practice, Coeus makes no warranties or guarantees as to service or solution availability and Coeus cannot and will not be held responsible for outages or disruption to the service which occurs within the hosting environment that is out of the control of Coeus.
- b. You understand and accept that the solution service is reliant upon specialist network connectivity that is owned and operated outside the control of Coeus. Coeus cannot be held responsible for outages or disruption to the service which occurs within these specialist networks.
- c. Subject to what is agreed in your order, you agree that Coeus shall not be liable for any direct costs, expenses, loss of revenue, profit, data, savings, opportunity, contracts or interest or any indirect, incidental, special or consequential losses arising in connection with this agreement and your use of the Solution, including but not limited to damages for loss of: productivity, goodwill, use or other intangible losses (even if Coeus have been advised of the possibility of such damages) resulting from:
 - 1) The use (including misuse) or inability to use the solution service (including but not limited to the solution connector SDK and associated connectors whether they use the API or the SDK or seek an alternative integration point not approved by Coeus).
 - 2) The cost of procurement of professional services entered into by you for the creation of business processes or connectors from third parties engaged by you.
 - 3) The cost of procurement of tools, products and services, including but not limited to: Mobile Device Management (MDM) systems, VPNs, mobile devices and mobile broadband services and servers (including operating systems and associated licensing) which are to be used by you, for the running of the solution components which are stated as being installed in your ICT environment.
 - 4) Unauthorised access to or alteration of your transmissions or data, including that which caused by unauthorised manipulation of Coeus software components or, the invocation of the solution service by software components that are not the solution components or, using Connectors from untested sources or a combination of any of any such scenario.
- d. Without prejudice to the clause, 1.15 c (above) or any other provision of this agreement and to the extent only that Coeus cannot lawfully exclude its liability, Coeus's maximum aggregate liability under or in connection with this agreement whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to a sum equal to the charges paid by you to Coeus for the services during the previous 12 months (or anticipated to be paid in the 12 months immediately following any such claim where the Services have not yet been provided for 12 months).
- e. Other than for that which is expressly stated in this agreement to set out the obligations and liabilities of Coeus Software Ltd in the delivery of the Solution service to you, there are no conditions, warranties, representations or other terms, express or implied, that are binding on Coeus.
- f. Any condition, warranty, representation or other term concerning the provision of the solution service which might otherwise be implied into, or incorporated in, this agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

1.15 Cancellation and Termination

- a. Coeus may terminate this license agreement (and thereby the solution subscription) without liability in any form, by written notice to you if it is found that you are in breach of any aspect of this agreement and you fail to evidence that such breach has been remedied within a period of 14 working days from the issue of the written notice.
- b. If you are provided with a trial of the solution, this will be given on a time-bounded basis which may be delivered from a cloud environment which is not suitable for operational protected information. It is your responsibility to ensure that the trial is suitable for your requirements in this regard. The length of the trial will be clearly outlined upon its commencement. At the end of the trial, your subscription will be cancelled and your data will be removed if you do not purchase a subscription before the end of the trial. Coeus will not be liable to you for any such actions.
- c. You may cancel this license agreement, by written notice to Coeus at any time, giving not less than 30 days' notice, such notice to expire at the end of the minimum subscription term (as outlined in your order) or any renewed term as outlined in the following sentence. Save for where the agreement has been terminated, at the end of the minimum subscription term (or any renewed term) this agreement shall automatically renew for a further period the same length of time as the minimum subscription term. You remain responsible for ensuring that the solution service has been cancelled. You undertake to do so formally, in writing, by an authorised signatory in your organisation. A telephone call or email will not be sufficient to cancel your subscription.
- d. Your agreement commences on the date you accept it (or are deemed to accept it by your use of the Solution) and is valid for the stated minimum subscription term.

1.16 Intellectual Property Rights (IPR)

- a. All intellectual property rights in the solutions, software and services, including any specially developed connectors developed by Coeus under professional services shall remain vest in and owned by Coeus.
 - b. You acknowledge that in respect of any third party intellectual property rights in the solution, software and services (including those relating to the platform) these are sub-licensed to you by Coeus as a channel partner and the rights in them remain with those third parties.
 - c. All supplier materials are the exclusive property of that supplier.
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1.17 General

- a. You shall not, without the prior written agreement of Coeus, issue any form of press release or publicity relating to your use of the solution.
- b. You agree to allow access to your Active Directory to the Solution, using using Azure Active Directory or Active Directory Federation Services (ADFS), for federated identity management for the purposes of integrated authentication of genuine users.
- c. You understand that end users can continue to collect information using the solution client application when bandwidth is unavailable (offline capability), and that your completed tasks and processes will be transmitted on your behalf after mobile bandwidth is restored to the device. You also acknowledge that it is not possible to transmit completed tasks or conduct back-office systems research or information retrieval when such bandwidth remains unavailable.
- d. Coeus, as the service provider, is unable to access or inspect operational data at any point within the Solution service (including the constituent components). Coeus will not access your data (other than for reviewing run-time logging information for incident and problem management purposes) in any respect.
- e. Coeus shall provide all services with reasonable skill and care and in accordance with good industry practice.
- f. Unless otherwise stated, time shall not be of the essence for the delivery of any Services under these terms and conditions.
- g. This agreement, its subject matter and its formation (and any non-contractual disputes or claims) are governed by English law and subject to the exclusive jurisdiction of the English courts.
- h. Each of the provisions of this agreement operate separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- i. If Coeus fails to insist upon that you perform any of your obligations under this agreement or if Coeus does not enforce its rights against you, or if Coeus delays in doing so, that will not mean that Coeus has waived its rights against you and will not mean that you do not have to comply with those obligations. If Coeus does provide a waiver by you, Coeus will only do so in writing and will not mean that Coeus will automatically provide any later waiver to you.



COEUS SOFTWARE

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