

## STREAMBOX TERMS AND CONDITIONS

### 1 DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in the Agreement.

- Agreement:** means the contract between Public-i and the Customer comprising Streambox Terms and Conditions and the Order Confirmation.
- Authorised Users:** means those individuals who are permitted by the Customer to use the Streambox Services.
- Business Day:** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- Commencement Date:** has the meaning given to it in clause 2.2
- Conditions:** means these terms and conditions.
- Confidential Information:** means information that is confidential or of a technical or commercially sensitive nature.
- Customer:** means the customer named in the Order Confirmation.
- Customer Data:** means the recorded sounds and images and other data created stored or relayed or linked by the Customer using the Streambox Services, but excluding, for the avoidance of doubt, any content which directly relates to the Streambox Software itself such as the layout, presentation and other related content which is displayed by the Streambox Software, and includes the contextual information such as index points.
- Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications). The terms **controller, processor, data subject, personal data, personal data breach, processing** and **appropriate technical and organisational measures** shall have the meanings given in the Data Protection Legislation.
- Deposit:** means the deposit for the Streambox Equipment required by Public-I as detailed in the Order Confirmation, payable by the Customer in accordance with clause 12.2.
- Documentation:** means the documentation which sets out the description of the Streambox Services and the user instructions for the Streambox Services as made available to the Customer by Public-i from time to time.
- Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

<b>Exclusions:</b>	has the meaning given in clause 6.1.
<b>Force Majeure Event:</b>	has the meaning given to it in clause 18.
<b>Hire Period:</b>	has the meaning given to it in paragraph 2 of Schedule 1.
<b>Initial Subscription Term:</b>	the initial subscription term set out in the Order Confirmation, which may be a month, a quarter or a year.
<b>Intellectual Property Rights:</b>	means all patents, copyrights, design rights, trade marks, service marks, trade secrets, know-how, database rights and other rights in the nature of intellectual property rights (whether registered or not) and all applications for the same which may now, or in the future, subsist anywhere in the world, including the right to sue for and recover damages for past infringements.
<b>Order Form:</b>	means Public-i's online order form on its website for the Streambox Services which the Customer completes and submits to Public-i.
<b>Order Confirmation:</b>	has the meaning given to it in clause 2.2.
<b>Public-i:</b>	means Public-i Group Limited, a company registered in England and Wales with company number 03998680 whose registered office is at 5th Floor Sheridan House, 112 - 116 Western Road, Hove, East Sussex, BN3 1DD.
<b>Renewal Period:</b>	has the meaning given to it in clause 16.1.
<b>Risk Period:</b>	has the meaning given to it in paragraph 4.2 of Schedule 1.
<b>Streambox Equipment:</b>	means the equipment loaned by Public-i to the Customer to use in accordance with the Agreement to access the Streambox Services.
<b>Streambox Equipment Hire Terms:</b>	means the hire terms set out at Schedule 1.
<b>Streambox Services:</b>	means the services made available to the Customer by Public-i in accordance with the terms of the Agreement, comprising the licence to use the Streambox Software and the provision of related services, and the hire of the Streambox Equipment, as set out in the Agreement.
<b>Streambox Software:</b>	means the software made available to the Customer by Public-i on the Streambox Equipment which enables the Customer to access and use the Streambox Services in accordance with the Documentation and the terms of the Agreement.
<b>Streaming Hours:</b>	means the number of hours the Customer has to use the Streambox Services pursuant to clause 4 .
<b>Subscription Fees:</b>	means the subscription fees payable by the Customer to Public-i for the Streaming Hours.

<b>Subscription Term:</b>	means Initial Subscription Term together with any subsequent Renewal Periods as agreed under clause 16.1.
<b>Support Services Policy:</b>	means Public-i's standard support services policy for the Streambox Services as updated by Public-i from time to time.
<b>Third Party Software:</b>	has the meaning given to it in clause 7.1.
<b>UK GDPR:</b>	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
<b>Virus:</b>	means anything (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
<b>Vulnerability:</b>	means a weakness in the computational logic (for example, code) found in software and hardware components that when exploited, results in a negative impact to the confidentiality, integrity, or availability, and the term <b>Vulnerabilities</b> shall be construed accordingly.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement. References to clauses and schedules are to the clauses and schedules of the Agreement; references to paragraphs are to paragraphs of the relevant schedule to the Agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality). A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.5 A reference to a statute or statutory provision is a reference to it as it is in force from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.6 A reference to writing or written includes e-mail.

## 2 ORDER PROCESS AND BASIS OF CONTRACT

- 2.1 The Order Form constitutes an offer by the Customer to subscribe to the Streambox Services in accordance with these Conditions. Public-i may contact the Customer (either by phone or email) to discuss and/or obtain further information relating to the Order Form it receives.

- 2.2 The Order Form shall only be deemed to be accepted when Public-i issues written acceptance of the Order Form (“**Order Confirmation**”) at which point and on which date the Agreement shall come into existence (“**Commencement Date**”).
- 2.3 Unless otherwise agreed in writing by Public-i, the Initial Subscription Term shall begin once the Streambox Equipment has been delivered to the Customer in accordance with the Streambox Equipment Hire Terms and any applicable set-up process provided by Public-i has been completed by Public-i.
- 2.4 Any samples, drawings, descriptive matter or advertising issued by Public-i, and any descriptions or illustrations contained in Public-i’s catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Streambox Services described in them. They shall not form part of the Agreement or have any contractual force.
- 2.5 These Conditions apply to the Agreement to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

### **3 STREAMBOX SERVICES AND HIRE OF STREAMBOX EQUIPMENT**

- 3.1 In consideration of the Customer paying the Subscription Fees, Public-i shall for the applicable Subscription Term, subject to the terms of this Agreement:
- 3.1.1 hire the Streambox Equipment to the Customer for use in accordance with the Streambox Equipment Hire Terms; and
- 3.1.2 grants the Customer a limited, non-transferable, non-sublicensable licence to use the Streambox Services in accordance with this Agreement.

### **4 STREAMING HOURS**

- 4.1 The Customer acknowledges that Streaming Hours are units of time which enable its Authorised Users to use the Streambox Services. Dependent on the subscription purchased by the Customer, the Customer will receive a certain amount of Streaming Hours for it to use in a certain period of time as detailed in the Order Confirmation.
- 4.2 If the Customer wishes to purchase any additional Streaming Hours it can do so via Public-i’s sales desk as directed by Public-i in writing. Additional Streaming Hours will be credited to the Customer’s account within 24 hours of receipt of payment from the Customer.
- 4.3 The Streambox Software will display a countdown timer showing the number of Streaming Hours left that the Customer has to use.
- 4.4 Any unused Streaming Hours will expire on the earlier of: (a) the end of the applicable period to which they relate; and (b) termination of the Agreement. For the avoidance of doubt any Streaming Hours not used in the applicable period to which they relate may not be rolled over to other periods and the Customer shall not be entitled to any refund of unused Streaming Hours.

### **5 RESTRICTIONS ON THE USE OF THE STREAMBOX SERVICES**

- 5.1 The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Streambox Services that:

- 5.1.1 is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - 5.1.2 facilitates illegal activity;
  - 5.1.3 depicts sexually explicit images;
  - 5.1.4 promotes unlawful violence;
  - 5.1.5 is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - 5.1.6 is otherwise illegal or causes damage or injury to any person or property.
- 5.2 The Customer shall not:
- 5.2.1 except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under the Agreement:
    - 5.2.1.1 attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Streambox Software, Streambox Services and/or the Documentation (as applicable) in any form or media or by any means; or
    - 5.2.1.2 attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Streambox Software and Streambox Services; or
  - 5.2.2 access all or any part of the Streambox Software, Streambox Services or the Documentation in order to build a product or service which competes with the Streambox Software, Streambox Services and/or the Documentation; or
  - 5.2.3 subject to clause 24.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Streambox Software, Streambox Services and/or Documentation available to any third party except the Authorised Users; or
  - 5.2.4 attempt to obtain, or assist third parties in obtaining, access to the Streambox Services and/or Documentation, other than as permitted under the Agreement; or
  - 5.2.5 introduce or permit the introduction of, any Virus or Vulnerability into the Streambox Services or Public-i's network and information systems.
- 5.3 The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Streambox Services and, in the event of any such unauthorised access or use, shall promptly notify Public-i.
- 5.4 The rights granted to the Customer under the Agreement are granted to the Customer only, and shall not be considered granted to any group company of the Customer.
- 5.5 Public-i reserves the right, without liability to the Customer or prejudice to Public-i's other rights and remedies, to disable the Customer's access to the Streambox Services in the event of a breach of this clause 5.

## 6 **STREAMBOX SERVICES AVAILABILITY**

- 6.1 Public-i shall have no liability for any downtime caused by any of the following (“**Exclusions**”):
- 6.1.1 maintenance carried out by Public-i which it has provided the Customer with advance written notice of, such maintenance to be carried out (wherever reasonably possible) during the hours of 10.00 pm to 2.00 am UK time;
  - 6.1.2 act or omission of the Customer or its Authorised Users;
  - 6.1.3 any modification or alteration of the Streambox Services by any party other than Public-i or Public-i's duly authorised contractors or agents;
  - 6.1.4 any Force Majeure Event; or
  - 6.1.5 any failure, interruption, outage, or other problem with any software, hardware, system, network, or facility which is provided by a third party.

## 7 **THIRD PARTY SOFTWARE AND THIRD PARTY LICENCES**

- 7.1 The Customer acknowledge that a number of items of third party software have been integrated into the Streambox Services. A full list of third party software is available upon request (the “**Third Party Software**”), as may be updated by Public-i from time to time by written notice to the Customer.
- 7.2 The Customer acknowledges that the incorporation of each item of Third Party Software into the Streambox Services and use of it as part of the Streambox Services is done so under standard licence terms granted by relevant third parties to Public-i. The Customer further acknowledges that Public-i sub-licences the use of such Third Party Software by the Customer in accordance with such licence terms and the Customer agrees to be bound by such sub-licencing terms (“**Third Party Licences**”) (copies of which shall be provided to the Customer on written request). The Customer shall indemnify and hold Public-i harmless against any loss or damage which it may suffer or incur as a result of the Customer's breach of the Third Party Licences howsoever arising.
- 7.3 Public-i may treat any breach of the Third-Party Licences as a breach of the Agreement.

## 8 **SUPPORT AND TRAINING**

- 8.1 Public-i will, as part of the Streambox Services and at no additional cost provide the Customer with Public-i's standard customer support services in accordance with Public-i's Support Services Policy in effect at the time that the Streambox Services are provided. Public-i may amend the Support Services Policy in its sole and absolute discretion from time to time.
- 8.2 Should the Customer require additional support and training, the Customer may purchase training and support sessions at additional cost, the specific price and details of the training and support to be provided shall be agreed in writing between the parties each time.

## 9 **SERVICE WARRANTY**

- 9.1 Public-i warrants that the Streambox Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.

- 9.2 The warranty at clause 9.1 shall not apply to the extent that any non-conformance is caused by any Exclusion.
- 9.3 If the Streambox Services do not conform with the foregoing warranty, Public-i will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the warrant set out in clause 9.1.
- 9.4 Public-i warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under the Agreement.
- 9.5 Public-i does not warrant that:
- 9.5.1 the Customer's use of the Streambox Services will be uninterrupted or error-free;
  - 9.5.2 that the Streambox Services, Documentation and/or the information obtained by the Customer through the Streambox Services will meet the Customer's unique/specific requirements or be fit for any purpose expressly or implicitly made known to the Public-i by the Customer; or
  - 9.5.3 the Streambox Services will be free from Vulnerabilities.
- 9.6 The Customer accepts responsibility for the selection of the Streambox Services to achieve its intended results and acknowledges that the Streambox Services have not been developed to meet the individual requirements or intended purpose of the Customer.
- 9.7 Public-i is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet and cellular networks, and the Customer acknowledges that the Streambox Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications networks and facilities.
- 9.8 The Agreement shall not prevent Public-i from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under the Agreement.

## 10 **CUSTOMER'S OBLIGATIONS**

- 10.1 The Customer shall:
- 10.1.1 provide Public-i with all necessary co-operation in relation to the Agreement and all necessary access to such information as may be required by Public-i in order to provide the Streambox Services;
  - 10.1.2 without affecting its other obligations under the Agreement, comply with all applicable laws and regulations with respect to its activities under the Agreement;
  - 10.1.3 carry out all other Customer responsibilities set out in the Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, Public-i may adjust any agreed timetable or delivery schedule as reasonably necessary;

- 10.1.4 ensure that the Authorised Users use the Streambox Services in accordance with the Documentation and the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
  - 10.1.5 obtain and shall maintain all necessary licences, consents, and permissions necessary for Public-i, its contractors and agents to perform their obligations under the Agreement, including without limitation the Streambox Services;
  - 10.1.6 ensure that its network and systems comply with the relevant specifications provided by Public-i from time to time; and
  - 10.1.7 be, to the extent permitted by law and except as otherwise expressly provided in the Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to data centres specified (or those used by Public-i from time to time), and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.
- 10.2 The Customer acknowledges that Public-i shall not be responsible for:
- 10.2.1 any loss of or damage to the Streambox Equipment arising out of or in connection with any negligence, misuse, mishandling of the Streambox Equipment or otherwise caused by the Customer or its officers, employees, agents and contractors; or
  - 10.2.2 any issues regarding non-availability or malfunction of any third-party: (a) software (whether through planned or unplanned downtime, loss of or corruption to data or telemetry, or otherwise); (b) services; (c) telemetry services; or (d) equipment.
- 10.3 The Customer acknowledges that it assumes sole responsibility for its use of the Streambox Services. Unless otherwise agreed in writing by Public-i, the Customer shall defend, indemnify and hold harmless Public-i against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the use of the Streambox Services by the Customer or its Authorised Users.

## 11 CUSTOMER DATA

- 11.1 The Customer shall own the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. The Customer grants Public-i a licence to use the Customer Data to the extent necessary to enable Public-i to provide the Streambox Services.
- 11.2 Public-i shall follow its standard archiving procedures for Customer Data as updated by Public-i in its sole discretion from time to time. In the event of any loss or damage to Customer Data caused by Public-i, the Customer's sole and exclusive remedy against Public-i shall be for Public-i to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Public-i in accordance with its standard archiving procedure. Public-i shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Public-i to perform services related to Customer Data maintenance and back-up).



- 11.3 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 11.4 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and Public-i is the data processor with regard to personal data processed in relation to the Streambox Services. Schedule 2 sets out the scope, nature and purpose of processing by Public-i, the duration of the processing and the types of personal data and categories of data subject.
- 11.5 Without prejudice to the generality of clause 11.3, the Customer, as data controller, will ensure that it has all necessary appropriate consents and notices in place to enable hosting and processing of the personal data by Public-i for the duration and purposes of this Agreement.
- 11.6 Public-i will maintain a privacy notice on the Streambox Software giving Authorised Users basic information about what data is collected via the Streambox Services and how it is used by Public-i ("**Streambox Services Privacy Notice**"). This Streambox Service Privacy Notice will be provided to help Authorised Users understand how the Streambox Service operates but will not make Public-i a data controller or place any responsibility on Public-i for providing information to Authorised Users. Such obligation will remain with the Customer as the data controller.
- 11.7 Without prejudice to the generality of clause 11.3, Public-i shall, in relation to any personal data processed in connection with the performance by Public-i of its obligations under this agreement:
- 11.7.1 process that personal data only on the written instructions of the Customer (and the Customer hereby instructs Public-i to process the personal data as necessary to provide the Streambox Services and as otherwise described in this Agreement) unless Public-i is required by Data Protection Legislation to otherwise process that personal data. Where Public-i is relying on Domestic Law as the basis for processing personal data, Public-i shall promptly notify the Customer of this before performing the processing required by Data Protection Legislation unless that Data Protection Legislation prohibits Public-i from so notifying the Customer;
  - 11.7.2 ensure that it has in place appropriate technical and organisational measures 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;
  - 11.7.3 not transfer any personal data outside the UK unless the following conditions are fulfilled:
    - 11.7.3.1 the Customer or Public-i has provided appropriate safeguards in relation to the transfer;
    - 11.7.3.2 the data subject has enforceable rights and effective legal remedies;
    - 11.7.3.3 Public-i complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and

- 11.7.3.4 Public-i complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
  - 11.7.4 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;
  - 11.7.5 notify the Customer without undue delay on becoming aware of a personal data breach;
  - 11.7.6 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 Data Protection Legislation to store the personal data; and
  - 11.7.7 maintain complete and accurate records and information to demonstrate its compliance with this clause 11.
- 11.8 The Customer generally authorises Public-i to engage sub-processors, subject to Public-i notifying the Customer in writing at least 90 days in advance of any intended changes concerning the addition or replacement of such sub-processors (together with such information and assistance as the Customer requests in relation to such change), and give the Customer the opportunity to object to such changes. If the Customer objects and no agreement is reached as to such changes, the Customer shall be entitled to terminate the Streambox Services at the end of the applicable Subscription Term.
- 11.9 The Customer specifically authorises the Public-i to appoint the sub-processors specifically identified here:  
C85 ASR Eng. Lang. Model, Speech-i Ltd. 36-37 King St. London EC2V 8BB
- 11.10 The Customer consents to Public-i appointing third-party processors of personal data under this Agreement. Public-i confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement substantially on that third party's standard terms of business. As between the Customer and Public-i, Public-i shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause 11.8.
- 11.11 The Customer shall ensure that it shall bring to each Authorised User's attention, prior to use by them of the Streambox Services, a copy of the Streambox Services Privacy Notice, and the Customer's own policy detailing how the Customer will use the personal data collected or otherwise obtained by the Customer (either directly or via Public-i) in relation to the Authorised Users.
- 11.12 Public-i shall only retain the Customer Data for so long as is needed for the purposes of the Agreement or otherwise as required to comply with any applicable laws (including without limitation Data Protection Legislation).
- 11.13 Public-i shall delete all Customer Data within 6 months of termination of the Agreement save to the extent that Public-i is required to retain such Customer Data in order to comply with any applicable laws (including without limitation Data Protection Legislation). For the purposes of this clause, the term "delete" shall mean to put such data beyond use.
- 11.14 The Customer agrees that Public-i shall be permitted to collect and retain (both during the term of the Agreement and after termination) anonymised and statistical data derived from the use of the Streambox Services by the Customer and its Authorised Users provided that

such data does not identify (and cannot be used to identify) the Customer or its Authorised Users.

## 12 SUBSCRIPTION FEES AND PAYMENT

- 12.1 The Customer shall pay the Subscription Fees to Public-i for the Streaming Hours in accordance with this clause 12.
- 12.2 The Customer acknowledges it may be required to pay Public-i a Deposit against default by the Customer of payment of any Subscription Fees or any loss of or damage caused to the Streambox Equipment. If the Customer fails to pay the Subscription Fees in accordance with the Agreement, or cause any loss or damage to the Streambox Equipment (in whole or in part), Public-i shall be entitled to apply any Deposit taken by it against such default, loss or damage. The Deposit (or balance thereof) shall be promptly refunded by Public-i to the Customer at the end of the Hire Period.
- 12.3 The Customer shall on the Commencement Date provide to Public-i valid, up-to-date and complete credit or debit card details or approved purchase order information acceptable to Public-i and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
- 12.3.1 its credit or debit card details to Public-i, the Customer hereby authorises Public-i to bill such credit card:
    - 12.3.1.1 on the Commencement Date for the Subscription Fees and any applicable Deposit payable in respect of the initial Streaming Hours for the Initial Subscription Term set out in the Order Confirmation;
    - 12.3.1.2 on the due date for the Subscription Fees payable in respect of any additional Streaming Hours purchased by the Customer from time to time in accordance with clause 4.2; and
    - 12.3.1.3 on the first day of any Renewal Period for the Subscription Fees and any applicable Deposit payable in respect of the Streaming Hours agreed with Public-i for that Renewal Period.
  - 12.3.2 its approved purchase order information to Public-i, Public-i shall invoice the Customer:
    - 12.3.2.1 for the Subscription Fees and any applicable Deposit payable in respect of the initial Streaming Hours for the Initial Subscription Term set out in the Order Confirmation for Streaming Hours, immediately on receipt of the purchase order; and
    - 12.3.2.2 immediate on receipt of the purchase order for additional Streaming Hours purchased by the Customer from time to time in accordance with clause 4.2; and
    - 12.3.2.3 for the Subscription Fees and any applicable Deposit payable in respect of the Streaming Hours agreed with Public-i for any Renewal Period, immediately on receipt of the purchase order.
- 12.4 If Public-i has not received payment within 14 days after the due date, and without prejudice to any other rights and remedies of Public-i:

- 12.4.1 Public-i may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Streambox Services and Public-i shall be under no obligation to provide any or all of the Streambox Services while the invoice(s) concerned remain unpaid; and
  - 12.4.2 interest shall accrue on a daily basis on such due amounts at an annual rate equal to 4% over the then current base lending rate of the Bank of England from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 12.5 All amounts and fees stated or referred to in the Agreement:
- 12.5.1 shall be payable in Pounds Sterling;
  - 12.5.2 are non-cancellable and non-refundable (save as set out in clause 16.3); and
  - 12.5.3 are exclusive of VAT, which shall be added to Public-i's invoice(s) at the appropriate rate.
- 12.6 Public-i shall be entitled to increase the Subscription Fees and any other fees payable by the Customer under the Agreement by giving the Customer not less than 30 days' prior written notice provided that Public-i shall not increase its fees more than once in any 12 month period. All purchases made by the Customer of Streaming Hours after the expiry of such notice period shall be at the new rate.
- 13 INTELLECTUAL PROPERTY RIGHTS**
- 13.1 The Customer acknowledges and agrees that Public-i and/or its licensors own all Intellectual Property Rights in the Streambox Software, Streambox Services and the Documentation. Except as expressly stated herein, the Agreement does not grant the Customer any rights to, under or in, any Intellectual Property Rights or any other rights or licences in respect of the Streambox Software, Streambox Services or the Documentation.
- 13.2 Subject to clause 13.4, Public-i warrants that, to the best of its knowledge, the Customer's use of the Streambox Services in accordance with the Agreement shall not infringe any third party Intellectual Property Rights.
- 13.3 If, any third party makes a claim against the Customer, that use of the Streambox Services by the Customer in accordance with the Agreement infringes its Intellectual Property Rights, the Customer shall give prompt notice of any such claim to Public-i and Public-i may:
- 13.3.1 procure the right for the Customer to continue using the Streambox Services, replace or modify the Streambox Services so that they become non-infringing; or
  - 13.3.2 if such remedies are not reasonably available, terminate the Agreement on 5 Business Days' notice to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer.
- 13.4 In no event shall Public-i, its employees, agents and sub-contractors be liable to the Customer to the extent that the actual or alleged infringement is based on or relates to:
- 13.4.1 any Third Party Software; or
  - 13.4.2 a modification of the Streambox Services by anyone other than Public-i; or

- 13.4.3 the Customer's use of the Streambox Services in a manner contrary to the instructions set out in the Documentation or otherwise given to the Customer by Public-i; or
- 13.4.4 the Customer's use of the Streambox Services after notice of the alleged or actual infringement from Public-i or any appropriate authority.

## 14 **CONFIDENTIALITY AND PUBLICITY**

- 14.1 Each party may be given access to Confidential Information from the other party in order to perform its obligations under the Agreement. A party's Confidential Information shall not be deemed to include information that:
  - 14.1.1 is or becomes publicly known other than through any act or omission of the receiving party;
  - 14.1.2 was in the other party's lawful possession before the disclosure;
  - 14.1.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure; or
  - 14.1.4 is independently developed by the receiving party, which independent development can be shown by written evidence.
- 14.2 Subject to clause 14.4, each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of the Agreement.
- 14.3 Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.
- 14.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 14.4, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 14.5 Subject to obtaining the Customer's prior written consent (which will not be unreasonably withheld or delayed) Public-i may use the Customer's name or branding in its promotional material, marketing material, similar material or announcements.
- 14.6 The above provisions of this clause 14 shall survive termination of the Agreement, however arising.

## 15 **LIMITATION OF LIABILITY**

- 15.1 Except as expressly and specifically provided in the Agreement:
  - 15.1.1 all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from the Agreement; and

- 15.1.2 the Streambox Services and the Documentation are provided to the Customer on an "as is" basis.
- 15.2 Nothing in the Agreement excludes the liability of Public-i:
  - 15.2.1 for death or personal injury caused by Public-i's negligence;
  - 15.2.2 for fraud or fraudulent misrepresentation; or
  - 15.2.3 any other liability which cannot be excluded or limited under applicable law.
- 15.3 Subject to clause 15.1 and clause 15.2:
  - 15.3.1 Public-i shall not be liable whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement; and
  - 15.3.2 Public-i's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Agreement shall be limited to either:
    - 15.3.2.1 the total Subscription Fees paid by the Customer for the Streaming Hours during the 6 months immediately preceding the date on which the claim arose; or
    - 15.3.2.2 £5,000,whichever is the greater amount.

## 16 TERM AND TERMINATION

- 16.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with clause 16, for the Initial Subscription Term, when it shall terminate automatically without notice unless, no later than 5 Business Days before the end of the Initial Subscription Term (or any Renewal Period agreed under this clause), the parties agree in writing that the term of the Agreement shall be renewed for a further fixed period of time ("**Renewal Period**"). Unless it is further renewed under this clause or terminated earlier in accordance with clause 16, the Agreement shall terminate automatically without notice at the end of a Renewal Period.
- 16.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if:
  - 16.2.1 the other party fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
  - 16.2.2 the other party commits a material breach of any other term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 21 days after being notified in writing to do so;

- 16.2.3 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the Insolvency Act 1986;
  - 16.2.4 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 16.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
  - 16.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party;
  - 16.2.7 the holder of a qualifying floating charge over the assets of that other party has become entitled to appoint or has appointed an administrative receiver;
  - 16.2.8 a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
  - 16.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
  - 16.2.10 any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2.3 to clause 16.2.9 (inclusive); or
  - 16.2.11 the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 16.3 Without affecting any other right or remedy available to it Public-i shall be entitled to terminate the Agreement in accordance with 13.3.2. In the event that Public-i terminates the Agreement in accordance with this clause 16.3, Public-i shall refund to the Customer on a pro-rata basis any unused and unexpired days from any Streaming Hours purchased by the Customer prior to the date of such termination.

## **17 CONSEQUENCES OF TERMINATION**

- 17.1 On termination of the Agreement for any reason:
  - 17.1.1 the licences granted by Public-i under the Agreement shall immediately terminate and the Customer shall immediately cease all use of the Streambox Services and/or the Documentation;
  - 17.1.2 subject to clause 17.1.3, each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;

- 17.1.3 all Streambox Equipment hired by the Customer shall terminate and the equipment returned in accordance with paragraph 5 of Schedule 1. If (as permitted for by paragraph 5.1 of Schedule 1) Public-i elects to retrieve the equipment from the premises it is located at (whether by itself or by its representatives), the Customer hereby grants relevant access to enable Public-i or its representatives to retrieve the equipment at any time during business hours and upon reasonable notice;
- 17.1.4 Public-i may destroy or otherwise dispose of any of the Customer Data in its possession in accordance with clause 11.13, unless Public-i receives, no later than 30 days after the effective date of the termination of the Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Public-i shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by Public-i in returning or disposing of Customer Data; and
- 17.1.5 any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination shall not be affected or prejudiced.
- 17.2 The Customer acknowledges that failure to return the equipment within 5 Business Days or permit Public-i to retrieve the equipment pursuant to clause 17.1.3, shall entitle Public-i to invoice the Customer for the full replacement value of the equipment which shall be payable by the Customer immediately on receipt.
- 17.3 Any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after termination of this Agreement, shall remain in full force and effect.

## 18 **FORCE MAJEURE**

A party will be deemed not to be in breach of the Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is caused by any event or circumstance beyond its reasonable control ("**Force Majeure Event**"). The party affected by the Force Majeure Event will promptly notify the other party of it in writing and its expected duration and will use all reasonable endeavours to continue to perform its obligations under the Agreement as soon as reasonably practicable. This Clause will not apply to the Customer's obligations to make payments to Public-i under the Agreement and the Customer acknowledge that it having a lack of funds is not a Force Majeure Event.

## 19 **VARIATION**

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 20 **WAIVER**

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or



partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 21 **RIGHTS AND REMEDIES**

Except as expressly provided in the Agreement, the rights and remedies provided under the Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

## 22 **SEVERANCE**

22.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement.

22.2 If any provision or part-provision of the Agreement is deemed deleted under clause 22.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 23 **ENTIRE AGREEMENT**

23.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous Agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

23.4 Nothing in this clause shall limit or exclude any liability for fraud.

## 24 **ASSIGNMENT**

24.1 The Customer shall not, without the prior written consent of Public-i, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

24.2 Public-i may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

## 25 **NO PARTNERSHIP OR AGENCY**

Nothing in the Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

## 26 **THIRD PARTY RIGHTS**

This Agreement does not confer any rights on any person or party (other than the parties to the Agreement and, where applicable, their successors and permitted assigns) pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 27 **NOTICES**

27.1 Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service or by email.

Notices will be sent to the following addresses / email addresses or such replacement address / email address as the applicable party notifies to the other party in writing:

Notices to Public-i will be sent to:

[streambox@public-i.co.uk](mailto:streambox@public-i.co.uk)

Public-i Group Ltd. Unit 8, Atlas Business Park, Gibbet Street, Halifax HX1 5DZ

Notices to the Customer will be sent to:

The contact details set out in the Customer Order Form.

27.2 Any notice or communication shall be deemed to have been received:

27.2.1 If delivered by hand, on signature of a delivery receipt; and

27.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 11:00 am on the second Business Day after posting or at the time recorded by the delivery service; and

27.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 27.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

27.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## 28 **GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## 29 **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

## SCHEDULE 1- STREAMBOX EQUIPMENT HIRE TERMS

### 1 Streambox Equipment hire

- 1.1 Public-i shall hire the Streambox Equipment to the Customer subject to these terms and the main Agreement.
- 1.2 Unless otherwise agreed by Public-i, the Customer shall have no right to purchase the Streambox Equipment, which must be returned to Public-i at the end of the applicable Hire Period (as defined below in paragraph 2) and in accordance with paragraph 5.

### 2 Hire period

- 2.1 The hire period shall commence when Public-i has delivered the Streambox Equipment to the Customer; and last for the Subscription Term, unless terminated earlier as provided for in this Agreement or extended by Public-i's prior written approval (the "**Hire Period**").

### 3 Delivery of Streambox Equipment

- 3.1 Public-i will endeavour to deliver the Streambox Equipment to the delivery location on the delivery date shown in the Order Confirmation or as otherwise agreed in writing. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. Furthermore the Customer acknowledges that Public-i shall be under no obligation to deliver the Streambox Equipment until it has received in cleared funds the applicable Subscription Fees and Deposit (if applicable) to be paid by the Customer in respect of the Initial Subscription Term.
- 3.2 The Customer shall ensure that someone is available at the delivery location shown to take delivery of the Streambox Equipment. If the Customer fails to accept delivery of Streambox Equipment on the date Public-i attempts to make delivery, then, except where such failure is caused by Public-i's failure to comply with its obligations under this Agreement:
  - 3.2.1 the Streambox Equipment shall be deemed to have been delivered at 9.00 am on that day; and
  - 3.2.2 Public-i shall store the Streambox Equipment until delivery takes place, and may charge the Customer for all related costs and expenses (including insurance).

### 4 Title, risk and insurance

- 4.1 The Streambox Equipment shall at all times remain the property of Public-i, and the Customer shall have no right, title or interest in or to the Streambox Equipment (save the right to possession and use of the Streambox Equipment subject to the terms and conditions of this Agreement).
- 4.2 The risk of loss, theft, damage or destruction of the Streambox Equipment (excluding where such damage or destruction is caused directly by Public-i's actions) shall pass to the Customer on delivery and the Streambox Equipment shall remain at the sole risk of the Customer during the Hire Period and any further term during which the Streambox Equipment is in the possession, custody or control (including while in transit from the Customer to Public-i for any reason) of the Customer ("**Risk Period**") until such time as the Streambox Equipment is redelivered to Public-i.
- 4.3 During the Hire Period and the Risk Period, the Customer shall fully and comprehensively insure the Streambox Equipment against loss, damage and theft for the benefit of Public-i, and will provide a certificate of insurance from its insurers of such relevant insurance to Public-i if requested to do so by Public-i.

- 4.4 The Customer shall indemnify Public-i and keep Public-i indemnified, on demand against all losses, costs, charges, damages and expenses incurred as a result of any such loss, theft, damage to, or destruction of the Streambox Equipment (including while in transit from the Customer to Public-i for any reason), on a full replacement basis for new replacement equipment of an equivalent or greater specification.
- 4.5 If the Customer fails to effect or maintain any of the insurances required under this Agreement, Public-i shall be entitled to effect and maintain the same, pay such premiums as may be necessary for that purpose and recover the same as a debt due from the Customer.
- 4.6 The Customer shall give immediate written notice to Public-i in the event of any loss, accident or damage to the Streambox Equipment arising out of or in connection with the Customer's possession or use of the Streambox Equipment.

## **5 Return of the Streambox Equipment**

- 5.1 The Customer shall return the Streambox Equipment to Public-i at its cost at the end of the Hire Period or on earlier termination of this Agreement at such address as Public-i requires in the same condition as at the commencement of the Hire Period (with the exception of fair wear and tear) or if required by Public-i, allow Public-i or its representatives access to any premises where the Streambox Equipment are located for the purpose of removing the Streambox Equipment.
- 5.2 The Streambox Equipment must be returned to Public-i promptly and in any event no later than 5 Business Days after the last day the Hire Period (or the date of termination of this Agreement if earlier).

## **6 Customer's responsibilities**

- 6.1 The Customer shall during the Hire Period and the Risk Period:
  - 6.1.1 ensure that the Streambox Equipment are kept and operated in a suitable environment and used only for the purposes for which it was designed, and operated in a proper manner by trained competent staff in accordance with any operating instructions, conditions, guidance or specifications notified to the Customer by Public-i in writing from time to time;
  - 6.1.2 take such steps (including compliance with all safety and usage instructions provided by Public-i) as may be necessary to ensure, so far as is reasonably practicable, that the Streambox Equipment (as applicable) are at all times safe and without risk to health when it is being set, used, cleaned or maintained by a person at work (as applicable);
  - 6.1.3 maintain at its own expense the Streambox Equipment in good and proper working condition and in the same condition that the Streambox Equipment were delivered to the Customer by Public-i (fair wear and tear only excepted);
  - 6.1.4 make no alteration to the Streambox Equipment and shall not remove any existing component (or components) from the Streambox Equipment without the prior written consent of Public-i.
  - 6.1.5 keep Public-i fully informed of all material matters relating to the Streambox Equipment;
  - 6.1.6 permit Public-i or its duly authorised representative to inspect the Streambox Equipment at all reasonable times and for such purpose to enter on the

premises at which the Streambox Equipment may be located, and shall grant reasonable access and facilities for such inspection;

- 6.1.7 not, without the prior written consent of Public-i, part with control of or give access to (including for the purposes of repair or maintenance), sell or offer for sale, hire, sublet or lend the Streambox Equipment or allow the creation of any mortgage, charge, lien or other security interest in respect of the Streambox Equipment;
- 6.1.8 not do or permit to be done any act or thing which will or may jeopardise the right, title or interest of Public-i in the Streambox Equipment;
- 6.1.9 not suffer or permit the Streambox Equipment to be confiscated, seized or taken out of its possession or control under any distress, execution or other legal process, but if the Streambox Equipment are so confiscated, seized or taken, the Customer shall notify Public-i and the Customer shall at its sole expense procure a release of the Streambox Equipment (as applicable);
- 6.1.10 not use the Streambox Equipment for any unlawful purpose;
- 6.1.11 ensure that at all times the Streambox Equipment remain identifiable as being Public-i's property and wherever possible shall ensure that a visible sign to that effect is attached to the Streambox Equipment;
- 6.1.12 not do or permit to be done anything which could invalidate the insurances referred to in paragraph 3.1.

## **7 Warranty**

- 7.1 Public-i warrants that the Streambox Equipment shall during the Hire Period:
    - 7.1.1 substantially conform to their specification (as made available by Public-i);
    - 7.1.2 be of satisfactory quality; and
    - 7.1.3 be free from material defects in design, material and workmanship.
  - 7.2 Subject to paragraph 7.3, if:
    - 7.2.1 the Customer gives notice in writing to Public-i within a reasonable time of discovery that part or all of the Streambox Equipment do not comply with the warranty set out in paragraph 7.1; and
    - 7.2.2 Public-i is permitted to make a full examination of the alleged defect at its discretion either: (a) on site where the defective equipment is located; or (b) by requiring the Customer to send the defective equipment (or relevant part of it) at the Customer's cost to Public-i;
- Public-i shall, at its sole discretion, replace the defective Streambox Equipment (as applicable). The Customer acknowledges that this is the exclusive remedy of the Customer for breach of paragraph 7.1.
- 7.3 Public-i shall not be liable for any failure of the Streambox Equipment to comply with the warranty set out in paragraph 7.1 in any of the following events:
    - 7.3.1 the Customer makes any further use of the defective Streambox Equipment after giving notice in accordance with paragraph 7.2;

- 7.3.2 the defect has materialised as a result of misuse, neglect, mishandling or a failure to follow Public-i's oral or written instructions as to the storage, use and maintenance of the Streambox Equipment as applicable (if there are none) good trade practice regarding the same;
  - 7.3.3 the Customer alters or repairs the Streambox Equipment without the prior written consent of Public-i; or
  - 7.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions.
- 7.4 Public-i shall have the right at any time during the Hire Period, at its own cost, to substitute, update and/or replace any of the Streambox Equipment, for any reason, with equipment equivalent (in functionality only) to the Streambox Equipment hired, regardless of the age of any such replacement.

## **SCHEDULE 2 - Personal data, processing and data subjects**

### **1 Processing by Public-i**

#### **1.1 Scope**

Processing as necessary to provide the Streambox Services

#### **1.2 Nature and purpose**

Storing, deleting, amending, transferring and any other processing activities relating to the personal data for the purposes of providing the Streambox Services.

#### **1.3 Duration**

For the duration of this Agreement and until the personal data is deleted in accordance with clause 11.13.

### **2 Types of personal data**

Name, email address, video and audio collected using the Streambox Services, including any personal data included in that video and audio and any other personal data which the Customer elects to collect via the Streambox Services.

### **3 Categories of data subject**

Authorised Users of the Customer and other individuals captured within the video and audio collected using the Streambox Services.