



The Data Hub

MANAGED FLEET TECHNOLOGY SERVICES
Serving The Insurance Industry

Terms and Conditions of Service

In these Terms, when we say **you** or **your**, we mean both you and any entity you are authorised to represent (such as your employer), as set out in the Quote. When we say **we**, **us**, or **our**, we mean The Data Analysis Hub Ltd, a company registered in England and Wales with company number 09276763. We and you are each a **Party** to these Terms, and together, the **Parties**.

These Terms form our contract with you, and sets out our obligations as a service provider and your obligations as a customer. You cannot use our Goods and/or Services unless you agree to these Terms.

Some capitalised words in these Terms have defined meanings, and each time that word is used in these Terms it has the same meaning. You can find a list of the defined words and their meaning at the end of these Terms.

For questions about these Terms, or to get in touch with us, please email: legal@thedatahub.uk.

These Terms were last updated on 20 November 2025.

1. Engagement and Term

- 1.1 Unless otherwise specified in the Quote, subject to each Party's right to terminate these Terms,
- (a) these Terms will commence on the Commencement Date and will continue for 12 months (**Initial Term**); and
 - (b) on the expiry of the Initial Term, these Terms will be automatically renewed as follows:
 - (i) where the Services relate to OCTO Telematics goods, these Terms will be automatically renewed for subsequent 12-month periods; or
 - (ii) in all other cases, these Terms will be automatically renewed for subsequent 1 month periods,

(each a **Renewal Period**), unless a Party provides 30 days written notice before the end of the Initial Term or the end of the then-current Renewal Period (as applicable) that it does not wish to renew these Terms.

- 1.2 The Initial Term and each Renewal Period are together the Term.

2. Goods and Services

- 2.1 In consideration of your payment of the Price, we will provide the Goods and/or Services in accordance with these Terms, whether ourselves or through our Personnel.
- 2.2 If these Terms express a time within which the Goods and/or Services are to be supplied, we will use reasonable endeavours to provide the Goods and/or Services by such time, but you agree that such time is an estimate only.
- 2.3 You acknowledge and agree that any information, advice, material or work provided by us as part of the Goods and/or Services does not constitute due diligence or risk management advice.
- 2.4 All variations to the Goods and/or Services must be agreed in writing between the Parties and will be priced in accordance with any schedule of rates provided by us, or otherwise as reasonably agreed between the Parties. If we consider that any instructions or directions from you constitute a variation to the scope of the Services or our obligations under these Terms, then we will not be obliged to comply with such instructions or directions unless agreed in accordance with this clause.
- 2.5 Notwithstanding clause 2.4, you agree that we may vary the Services or the Price at any time, by providing 30 days' written notice to you (**Variation Notice Period**). If you do not agree to any amendment made to the Goods and/or Services or Price, you may, before the end of the Variation Notice Period, terminate these Terms by giving us 30 days' notice in writing, in which case, the proposed

variation will not come into effect and clause 16.2 will apply.

- 2.6 We offer a warranty with our Goods as set out at Attachment 2.
- 2.7 You agree to the reasonable usage of the Services. Where we consider your usage of the Services to be unreasonable, or unreasonably above average (compared with our other customers) including but not limited to excessive data storage, data transfer or bandwidth consumption:
- (a) we agree to notify you in writing of our concerns; and
 - (b) following your receipt of such notice, the Parties will use all reasonable endeavours to work together to resolve the matter. If:
 - (c) we have provided you with the notice in accordance with clause 2.7(a); and
 - (d) the Parties are unable to resolve the matter pursuant to clause 2.7(b),
- we may (at our discretion):
- (e) vary the Price to reflect your increased use of our limited resources, effective on and from us giving you written notice of the new Price;
 - (f) suspend your (and your Authorised Users) access to your Account; or
 - (g) terminate these Terms by giving 30 days' notice in writing to you, in which case clause 16.2 will apply.

3. Delivery, Risk and Title

- 3.1 Title in the Goods will only pass to you on the date that you pay the Price in full in accordance with these Terms.
- 3.2 Until such time as title in the Goods has passed to you pursuant to clause 3.1, you must not allow any other person to have or acquire any security interest in the Goods, unless with our prior written consent.
- 3.3 If the Quote indicates that we are responsible for delivering the Goods to you, we will use reasonable endeavours to deliver the Goods by the time agreed between the Parties, and risk in the Goods will pass to you once we have delivered the Goods to the agreed delivery location. You will be responsible for the costs of delivery.
- 3.4 If the Quote indicates that you are responsible for collecting the Goods from us or you arrange your own carrier, you (or the carrier) must collect the Goods by the time agreed between the Parties, and risk in the Goods will pass to you once you or the carrier have collected the Goods from the agreed collection location. You will be responsible for the costs of collection.
- 3.5 Where Goods are supplied to you without payment in full, you:
- (a) are a bailee of the Goods until title in them passes to you;

- (b) irrevocably appoint us to be your attorney to do all acts and things necessary to ensure our retention of title to the Goods; and
- (c) must not allow any other person to have or acquire any security interest in the Goods without our prior written consent.

4. Installation Services

- 4.1 You acknowledge and agree that if you independently arrange and contract with a third-party to install the whole or any part of the relevant Goods, then you are solely responsible for all costs, fees, oversight and management of the third-party, and we will not be liable to you for any Liability which you suffer or incur (including any damage to your Premises or the Goods) caused or contributed by that third-party.
- 4.2 If set out in the Quote, we will begin the Installation Services within a reasonable time following the Commencement Date, or as otherwise agreed between the Parties.
- 4.3 In respect of any Services, the parties agree that:
- (a) if we encounter any condition, event, circumstance, matter or thing in, on or around the premises or the vehicle or otherwise that could not have reasonably been foreseen or anticipated by us as at the date of the Quote and that would or would likely result in us, you or any third party suffering or incurring additional cost or delay, or would require a change to the Quote or Services (**Undisclosed Condition**), during the provision of the Services, we will notify you as soon as reasonably practicable after becoming aware of the Undisclosed Condition; and
 - (b) any additional works, materials or costs that we suffer or incur as a result of any Undisclosed Conditions or any instructions or directions given by you that are in addition to the Services, may result in us charging you additional fees that we will notify you of (in such amounts reasonably determined by us).
- 4.4 If you cancel any scheduled Installation Services with less than 48 hours' notice prior to the scheduled installation time, you shall pay us a cancellation fee equal to the full engineer's rate (including VAT) for the cancelled booking. You acknowledge and accept that such cancellation fee is a genuine pre-estimate of our likely losses that we may suffer or incur as a result of your short notice cancellation.
- 4.5 If you require us to de-install and re-install any Goods (including without limitation moving cameras or other equipment from one vehicle to another vehicle or from one location to another), this will require a separate Quote. You must contact us to request a Quote for any such de-installation and re-installation services, and we shall have no obligation to perform such works until you have accepted a Quote and paid any applicable fees in accordance with these Terms.

5. Your Obligations

- 5.1 You agree to (and to the extent applicable, ensure that your Personnel agree to):
- (a) comply with these Terms, all applicable Laws, and our reasonable requests;
 - (b) provide us (and our Personnel) with access to your premises (and its facilities) and any other premises as is reasonably necessary for us to provide the Goods and/or Services, free from harm or risk to health or safety at the times and on the dates reasonably requested by us or as agreed between the Parties;
 - (c) provide us with the details of your insurance provider on or around the Commencement Date;
 - (d) provide us with all documentation, information, instructions, cooperation and access reasonably necessary to enable us to provide the Goods and/or Services; and
 - (e) not (or not attempt to) disclose, or provide access to, the Goods and/or Services to third parties without our prior written consent.
- 5.2 You acknowledge and agree that (and ensure that your Personnel agree that), we may collect and transfer or disclose your Personal Data, including any video footage captured by your telematics equipment, to your relevant insurance provider as notified by you to us, where applicable.

6. Licence

- 6.1 During the Term, and subject to your compliance with these Terms, we grant you (and each Authorised User) a revocable, non-exclusive, non-transferable and non-sublicensable right and licence to access and use the Platform, solely for your business purposes and as contemplated by these Terms (**Platform Licence**).
- 6.2 You must not (and you must ensure that your Personnel, and each Authorised User does not):
- (a) access or use the Services except as permitted by the Platform Licence, or through an interface provided by us;
 - (b) access or use the Services in any way that is improper or breaches any laws, infringes any person's rights (for example, intellectual property rights or privacy rights), or gives right to any civil or criminal liability;
 - (c) interfere with or interrupt the supply of the Services, or any other person's access to or use of the Platform;
 - (d) share account access or authentication details;
 - (e) introduce any viruses or other malicious software code into the Services;
 - (f) attempt to access any data or log into any server or account that you are not expressly authorised to access;

- (g) circumvent user authentication or security of any of our networks, accounts or hosts or those of any third party;
- (h) access or use the Platform to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing, harassing or unwanted;
- (i) copy, modify, adapt, translate, create derivative works of, reverse engineer, reverse assemble, disassemble or decompile any part of the Services or otherwise attempt to discover any part of the source code of the Platform;
- (j) use any unauthorised or modified version of the Platform, including (without limitation) for the purpose of building similar or competitive software or for the purpose of obtaining unauthorised access to the Services; and
- (k) use the Services in any way that involves service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single user login or time-sharing.

7. Account

- 7.1 You will require an Account in order to access and use the Platform.
- 7.2 Through your Account, you may invite Authorised Users to access and use the Services under your Account. Each Authorised User will require a login (which is linked to your Account) in order to access and use the Platform.
- 7.3 You must ensure that any information provided to us for any Account or login is accurate and complete, and you warrant that you are authorised to provide this information to us.
- 7.4 You and your Authorised Users must keep your Account and login details secure and confidential. You agree to immediately notify us if you become aware of, or have reason to suspect, any suspicious or unauthorised access to your Account or use of any login details linked to your Account.
- 7.5 We may suspend access to your Account where we reasonably believe there has been any unauthorised use of or access to the Platform. Where we do so, we will notify you within a reasonable time of the suspension occurring, and the Parties will work together to resolve the matter.

8. Third Party Services

- 8.1 To the extent that the Services involve the provision of access to or use of third party services or products (**Third Party Services**), you acknowledge and agree that:
- (a) the Third Party Services may be subject to additional terms and conditions (**Third Party Services Terms**);
 - (b) you may be required to accept end user licence agreement terms before using the Third Party Services;

- (c) the Third Party Services may be operated and controlled by parties unrelated to and completely independent from us;
- (d) the Third Party Services Terms may be amended by the Third Party Services provider from time to time; and
- (e) in connection with the Services, you will comply with the Third Party Services Terms at all times.

8.2 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or in connection with any Third Party Services, except to the extent caused by our negligent or unlawful acts or omissions or breach of these Terms.

9. Price and Payment

9.1 In consideration for us providing the Goods and Services, you agree to pay all amounts due under these Terms in accordance with the Payment Terms.

9.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion, and without prejudice to any of our rights or remedies under these Terms or at Law):

- (a) after a period of 5 Business Days from the relevant due date, cease providing the Goods and/or Services, and recover, as a debt due and immediately payable from you, our reasonable additional costs of doing so (including all recovery costs); and/or
- (b) charge interest at a rate equal to the Bank of England's base rate, from time to time, plus 4% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the Payment Terms.

9.3 All amounts payable by you under these Terms are exclusive of amounts in respect of any taxes, including sales, use or value added tax chargeable from time to time (VAT), unless otherwise stated. Where any taxable supply for VAT purposes is made under these Terms by us to you, you agree, on receipt of a valid VAT invoice from us, to pay to us such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

10. Warranties and Representations

10.1 Each Party represents and warrants that:

- (a) it has full legal capacity, right, authority and power to enter into these Terms, to perform its obligations under these Terms, and to carry on its business; and
- (b) these Terms constitute a legal, valid and binding agreement, enforceable in accordance with its terms.

10.2 You represent and warrant that:

- (a) all information and documentation that you provide to us in connection with these Terms is true, correct and complete; and
- (b) no insolvency events (including but not limited to bankruptcy, receivership, voluntary administration, liquidation or creditors' schemes of arrangement) affecting you or your property are occurring or are likely to occur.

11. Intellectual Property

11.1 As between the Parties:

- (a) we own all Intellectual Property Rights in Our Materials; and
- (b) nothing in these Terms constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials.

11.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials does not automatically vest in us, you hereby assign all such Intellectual Property Rights to us and agree to do all other things necessary to assure our title in such rights.

11.3 We grant you a non-exclusive, revocable, royalty-free, worldwide, non-sublicensable and non-transferable right and licence, to use Our Materials that we provide to you and the New Materials, solely for your use and enjoyment of the Services, as contemplated by these Terms.

11.4 If you (if you are an individual) or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with these Terms, you agree to (and will procure that your Personnel) waive those Moral Rights and waive all rights to object to derogatory treatment of such material.

Your Data

11.5 As between the Parties, you own all Intellectual Property Rights in:

- (a) all Intellectual Property created, owned or licensed by you or your Personnel; and
- (b) the information, materials, logos, documents, qualifications and other Intellectual Property or data inputted by you or your Personnel into the Services or stored by your use of the Services, including any of your or your Personnel Personal Data collected, used, disclosed, stored or otherwise handled in connection with this Agreement,

(Your Data).

11.6 Your Data does not include the Analytics, or any data or information that is generated as a result of your usage of the Services that is back-end or internal output or an output otherwise generally not available to users of the Services.

11.7 You grant us a non-exclusive, revocable, worldwide, non-sublicensable (other than to our related bodies corporate, as that term is defined in the Companies Act 2006) and non-transferable right and licence to use, copy, transmit, store, backup, and access Your Data for the purposes of:

- (a) providing and improving the Services;
- (b) performing our obligations under this Agreement;
- (c) enabling you and your Personnel to access and use the Services;
- (d) diagnosing problems with the Services; and
- (e) developing other services, provided we de-identify Your Data.

11.8 You represent and warrant that you have all necessary rights to provide Your Data to us, and that our use of it as contemplated by this Agreement will not violate any Laws or third-party rights, including Intellectual Property, privacy or publicity rights.

11.9 This clause 11 will survive termination or expiry of these Terms.

12. Analytics

12.1 You acknowledge and agree that we may monitor, analyse, and compile statistical and performance information based on and/or related to your use of the Services, in an aggregated and anonymised format (**Analytics**). You agree that we may make such Analytics publicly available, provided that it:

- (a) does not contain any identifying information; and
- (b) is not compiled using a sample size small enough to make underlying portions of Your Data identifiable.

12.2 We, and our licensors, own all right, title and interest in and to the Analytics, and all related software, technology, documentation and content used or provided in connection with the Analytics, including all Intellectual Property Rights in the foregoing.

12.3 We may use and disclose to our service providers anonymous data about your access and use of the Services for the purpose of helping us improve the Services. Any such disclosed will not include details of your identity or personal data.

12.4 This clause 12 will survive the termination or expiry of this Agreement.

13. Confidential Information

13.1 Subject to clause 13.2, each Party must (and must ensure that its Personnel) keep confidential, and not use (except to perform its obligations under these Terms) or permit any unauthorised use of, information provided by the other Party, including information about these Terms and the other Party's business and operations.

13.2 Clause 13.1 does not apply where the disclosure is required by Law or the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with these Terms and provided that the disclosing Party ensures the adviser complies with the terms of clause 13.1.

13.3 This clause 13 will survive the termination of these Terms.

14. Privacy

14.1 Each Party agrees to comply with all Applicable Data Protection Law with respect to the transfer or processing of any Personal Data in connection with these Terms.

14.2 Where you transfer any Personal Data to us in connection with these Terms, you represent and warrant that you have all rights and consents that are necessary to transfer such Personal Data to us, and our use of such Personal Data to provide the Services will not infringe the privacy rights of any third party.

14.3 The Parties each agree to comply with the terms of our Data Processing Addendum, which is set out at Attachment 1 to these Terms and forms part of these terms.

15. Liability

15.1 Nothing in these Terms limits any Liability which cannot legally be limited, including Liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

15.2 Subject to clause 15.1, but despite anything to the contrary, to the maximum extent permitted by Law:

- (a) neither Party will be liable for Consequential Loss;
- (b) a party's liability for any liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the negligent or unlawful acts or omissions of, or breach of these Terms by the other party; and
- (c) our aggregate liability for any and all Liability arising from or in connection with these Terms will be limited to 100% of the Price paid by you to us in the 12 months immediately preceding the event giving rise to the relevant Liability.

15.3 We have given commitments as to the compliance of the Services with these Terms and applicable Laws in clause 2.1. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the maximum extent permitted by law, excluded from these Terms.

15.4 This clause 15 will survive the termination or expiry of these Terms.

16. Termination

- 16.1 These Terms will terminate immediately upon written notice by a Party (**Non-Defaulting Party**) if:
- (a) the other Party (**Defaulting Party**) breaches a material term of these Terms and that breach has not been remedied within 10 Business Days of the Defaulting Party being notified of the breach by the Non-Defaulting Party; or
 - (b) the Defaulting Party goes bankrupt, insolvent or is otherwise unable to pay its debts as they fall due.
- 16.2 Upon expiry or termination of these Terms:
- (a) we will immediately cease providing the Goods and/or Services;
 - (b) any payments made by you to us for Goods and/or Services already performed are not refundable to you;
 - (c) you are to pay for all Goods and/or Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under these Terms;
 - (d) by us pursuant to clause 16.1, you also agree to pay us our additional costs, reasonably incurred, and which arise directly from such termination (including recovery fees); and
 - (e) we may retain your documents and information (including copies) to the extent required by Law or pursuant to any information technology back-up procedure, provided that we handle your information in accordance with clause 12.
- 16.3 Termination of these Terms will not affect any rights or liabilities that a Party has accrued under it.
- 16.4 This clause 16 will survive the termination or expiry of these Terms.

17. General

- 17.1 **Amendment:** Subject to clauses 2.4 and 2.5, these Terms may only be amended by written instrument executed by the Parties.
- 17.2 **Assignment:** Subject to clauses 17.3 and 17.13, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 17.3 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 17.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of these Terms, nothing in these Terms confers or is intended to confer any right to enforce any of its terms on any person who is not a Party to it.

- 17.5 **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (**Dispute**) without first meeting a representative of the other Party within 10 Business Days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by The Centre for Effective Dispute Resolution.
- 17.6 **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under these Terms if such delay or failure is caused or contributed to by a Force Majeure Event, provided that the Party seeking to rely on the benefit of this clause:
- (a) as soon as reasonably practical, notifies the other Party in writing details of the Force Majeure Event, and the extent to which it is unable to perform its obligations; and
 - (b) uses reasonable endeavours to minimise the duration and adverse consequences of the Force Majeure Event.
- 17.7 **Further Assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.
- 17.8 **Governing Law:** These Terms are governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 17.9 **Notices:** Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 17.10 **Publicity:** Despite clause 12, you agree that we may advertise or publicise the broad nature of our supply of the Services to you, including on our website or in our promotional material.
- 17.11 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 17.12 **Severance:** If a provision of these Terms is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from these Terms without affecting the validity or enforceability of the remainder of that provision or the other provisions in these Terms.
- 17.13 **Subcontracting:** We may subcontract the provision of any part of the Services without your prior written

consent. We agree that any subcontracting does not discharge us from any liability under these Terms and that we are liable for the acts and omissions of our subcontractor.

- 17.14 **Waiver:** Any failure or delay by a Party in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent that Party from exercising that power or right or any other power or right. A waiver must be in writing and will be effective only to the extent specifically stated.

18. Definitions

In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Quote, and:

Account means an account accessible to you and your Authorised Users to use the relevant Services, including the Platform.

Applicable Data Protection Law means the laws and regulations applicable to the processing of Personal Data by the Parties in connection with these Terms, including without limitation, the Data Protection Act 2018.

Authorised Users means a user you have invited to use the Platform through your Account.

Business Day means a day on which banks are open for general banking business in London, England, excluding Saturdays, Sundays and public or bank holidays.

Commencement Date means the date that is the earlier of:

- (a) the date that you accept the Quote;
- (b) the date that you ask us to begin supplying the Services; or
- (c) the date that you make part or full payment of the Price.

Consequential Loss includes any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise. However, your obligation to pay us the Price and any Expenses will not constitute "Consequential Loss".

Expenses means any third party costs or disbursements, reasonably and directly incurred by us and approved in advance by you for the purpose of the supply of the Services.

Force Majeure Event means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity,

nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic.

Goods means the goods set out in the Quote, as adjusted in accordance with these Terms.

Installation Services means the installation services set out in the Quote, as adjusted in accordance with these Terms.

Intellectual Property Rights or Intellectual Property means any and all existing and future rights throughout the world conferred by statute, common law, equity or any corresponding law in relation to any copyright, designs, patents or trade marks, domain names, know-how, inventions, processes, trade secrets or confidential information, circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing, whether or not registered or registrable.

Law means all applicable laws, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any government or similar authority with the power to bind or impose obligations on the relevant Party in connection with these Terms or the supply of the Services.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), misrepresentation, restitution, indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to these Terms or otherwise.

Moral Rights has the meaning given in Chapter IV of the Copyright, Designs and Patents Act 1988 and includes any similar rights in any jurisdiction in the world.

New Materials means all Intellectual Property developed, adapted, modified or created by or on behalf of us or you or any of your or our respective Personnel in connection with these Terms or the supply of the Services, whether before or after the Commencement Date and any improvements, modifications or enhancements of such Intellectual Property, but excludes Our Materials.

Our Materials means all Intellectual Property which is owned by or licensed to us and any improvements, modifications or enhancements of such Intellectual Property, but excludes New Materials.

Payment Terms means the timings for payment of the Price and any Expenses, as set out in the Quote.

Personal Data has the meaning given to it in the Data Protection Act 2018.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents, but in respect of you, does not include us.

Platform means the software platform provided as part of the Services, as set out in the Quote and adjusted in accordance with these Terms.

Price means the price set out in the Quote, as adjusted in accordance with these Terms.

Quote means the document to which these Terms are attached or incorporated.

Services means the Installation Services, the provision of the Platform, and/or any other services, each as set out in the Quote, as adjusted in accordance with these Terms.

Terms means these terms and conditions and any documents attached to, or referred to in, each of them.

19. Interpretation

In these Terms, unless the context otherwise requires:

- (a) a reference to these Terms or any other document includes the document, all schedules and all annexures as novated, amended, supplemented, varied or replaced from time to time;
- (b) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (c) a reference to a person includes a natural person, body corporate, partnership, joint venture, association, government or statutory body;
- (d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns;
- (e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (f) a reference to Goods, Services or Goods and Services is a reference to Goods and/or Services as applicable;
- (g) a reference to time is to local time in London, England; and
- (h) a reference to £ or pounds refers to the currency of the UK from time to time.

ATTACHMENT 1 – DATA PROCESSING ADDENDUM

1. General

This Data Processing Addendum (**DPA**) supplements the Terms and Conditions of Service that this DPA is attached to (**Terms**) and applies to our provision of Services to you under the Terms (as the Parties are defined in the Terms). This DPA applies from the date you agree to our Terms, and will continue in accordance with the terms of this DPA.

2. Definitions

2.1 Capitalised terms in this DPA have the meaning given in the Terms, the Annexures, and as set out below:

EU GDPR means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation).

Transferred Data means any Personal Data Processed by us or our Personnel on behalf of you in connection with the Terms.

Restricted Transfer means a transfer of personal data from the United Kingdom to any other country which is not subject to adequacy regulations pursuant to Section 17A of the United Kingdom Data Protection Act 2018.

UK GDPR means the EU GDPR as incorporated into United Kingdom law by virtue of Section 3 of the United Kingdom's European Union (Withdrawal) Act 2018.

UK Addendum means the international data transfer addendum to the European Commission's standard contractual clauses for international data transfers approved by the Information Commissioner's Office under section 119A of the Data Protection Act 2018 on 21 March 2022 (version B.1.0), and as updated from time to time.

2.2 The terms, "Commission", "Controller", "Data Subject", "Member State", "Personal Data", "Personal Data Breach", "Processor", "Processing" and "Sub-Processor" shall have the same meaning as in the UK GDPR.

3. Roles of the Parties

The Parties acknowledge and agree that in connection with the Terms, where you provide us with Transferred Data, we are the Processor and you are the Controller.

4. Processing of Personal Data

4.1 Each Party agrees to comply with Applicable Data Protection Law in the Processing of Transferred Data.

4.2 You instruct us to process Transferred Data in accordance with this DPA (including in accordance with Annex 1).

4.3 We agree to not process Transferred Data other than on your documented instructions.

5. Our Personnel

We agree to take reasonable steps to ensure the reliability of any of our Personnel who may have access to the Transferred Data, ensuring in each case that:

- (a) access is strictly limited to those individuals who need to know / access the relevant Transferred

Data, as strictly necessary for the purposes of the Terms; and

- (b) the relevant Personnel are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

6. Security

6.1 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, we agree to implement appropriate technical and organisational measures in relation to the Transferred Data to ensure a level of security appropriate to that risk in accordance with Applicable Data Protection Law.

6.2 In assessing the appropriate level of security, we agree to take into account the risks that are presented by Processing, in particular from a Personal Data Breach.

7. Sub-Processing

7.1 You authorise our engagement of the Sub-Processors already engaged by us at the date of this DPA, which are set out at Annex 2.

7.2 Where we wish to engage a new Sub-Processor, we agree to provide written notice to you of the details of the engagement of the Sub-Processor at least 14 days' prior to engaging the new Sub-Processor (including details of the processing it will perform). You may object in writing to our appointment of a new Sub-Processor within 7 days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the Parties will discuss such concerns in good faith with a view to achieving resolution. If the Parties are not able to achieve resolution, we may, at our election:

- (a) not appoint the proposed Sub-Processor;
- (b) not disclose any Transferred Data we process on your behalf to the proposed Sub-Processor; or
- (c) inform you that we may terminate the Terms (including this DPA) for convenience, in which case, clause 14.2 will apply.

7.3 You agree that the remedies described above in clauses 7.2(a)-(c) are the only remedies available to you if you object to our engagement of any proposed Sub-Processor by us.

7.4 Where we engage a Sub-Processor to process Transferred Data, we agree to enter into a written agreement with the Sub-Processor containing data protection obligations no less protective than those in this DPA with respect to the Transferred Data, and to remain responsible to you for the performance of such Sub-Processor's data protection obligations under such terms.

7.5 Where the transfer of Transferred Data from us to a Sub-Processor is a Restricted Transfer, it will be subject to the UK Addendum (and documents or legislation referred to within it), which shall be deemed to be incorporated into this DPA, and the UK Addendum is considered an appropriate safeguard.

8. Data Subject Rights

8.1 Taking into account the nature of the Processing, we agree to assist you by implementing appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of your obligations, as reasonably understood by you, to respond to requests to exercise Data Subject rights under the Applicable Data Protection Law.

8.2 We agree to:

- (a) promptly notify you if we receive a request from a Data Subject under any Applicable Data Protection Law in respect of Transferred Data; and
- (b) ensure that we do not respond to that request except on your documented instructions or as required by Applicable Data Protection Law to which we are subject, in which case we shall, to the extent permitted by Applicable Data Protection Law, inform you of that legal requirement before we (or our Sub-Processor) respond to the request.

9. Personal Data Breach

9.1 We agree to notify you without undue delay upon becoming aware of a Personal Data Breach affecting Transferred Data, and to provide you with sufficient information to allow you to meet any obligations to report or inform Data Subjects of the Personal Data Breach under the Data Protection Laws.

9.2 We agree to co-operate with you and take reasonable commercial steps as directed by you to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

9.3 If you decide to notify a Supervisory Authority, Data Subjects or the public of a Personal Data Breach, you agree to provide us with advance copies of the proposed notices and, subject to Applicable Data Protection Law (including any mandated deadlines under the UK GDPR), allow us an opportunity to provide any clarifications or corrections to those notices.

10. Data Protection Impact Assessment and Prior Consultation

We agree to provide reasonable assistance to you, at your cost (to be charged on a reasonable time and materials basis), with any data protection impact assessments, and prior consultations with Supervisory Authorities or other competent data privacy authorities, which you reasonably consider to be required by article 35 or 36 of the UK GDPR or equivalent provisions of any other Data Protection Law (to the extent you do not otherwise have access to the relevant information and such information is in our control).

11. Deletion or return of Personal Data

Subject to any document retention requirements at law, we agree to promptly and in any event within 30 business days of the date of cessation of any Services involving the Processing of Transferred Data (**Cessation Date**), delete and procure the deletion of all copies of those Transferred Data.

12. Audit Rights

12.1 Subject to this clause 12, where required by law, we shall make available to you on request all information reasonably necessary to demonstrate compliance with this DPA, and shall allow for and contribute to audits, including inspections, by you or an auditor mandated by you in relation to the Processing of Transferred Personal Data by us.

12.2 Where clause 12.1 applies, any audit (or inspection):

- (a) must be conducted during our regular business hours, with reasonable advance notice (which shall not be less than 30 business days);
- (b) will be subject to our reasonable confidentiality procedures;
- (c) must be limited in scope to matters specific to you and agreed in advance with us;
- (d) must not require us to disclose to you any information that could cause us to breach any of our obligations under Applicable Data Protection Law;
- (e) to the extent we need to expend time to assist you with the audit (or inspection), this will be funded by you, in accordance with pre-agreed rates; and
- (f) may only be requested by you a maximum of one time per year, except where required by a competent Supervisory Authority or where there has been a Personal Data Breach in relation to Transferred Personal Data, caused by us.

12.3 Your information and audit rights only arise under clause 12.1 to the extent that the Terms do not otherwise give you information and audit rights that meet the relevant requirements of Applicable Data Protection Law.

13. Liability

Despite anything to the contrary in the Terms or this DPA, to the maximum extent permitted by law, the Liability of each Party and its affiliates under this DPA is subject to the exclusions and limitations of Liability set out in the Terms.

14. Termination

14.1 Each Party agrees that a failure or inability to comply with the terms of this DPA and/or the Applicable Data Protection Law constitutes a material breach of the Terms. In such event, you may, without penalty:

- (a) require us to suspend the processing of Transferred Data until such compliance is restored; or
- (b) terminate the Terms effective immediately on written notice to us.

14.2 In the case of such suspension or termination by you, we shall provide a prompt pro-rata refund of all sums paid in advance under the Terms which relate to the period of suspension or the period after the date of termination (as applicable).

14.3 Notwithstanding the expiry or termination of this DPA, this DPA will remain in effect until, and will terminate automatically upon, deletion by us of all Transferred Data covered by this DPA, in accordance with this DPA.

ANNEX 1
DESCRIPTION OF TRANSFER

Personal Data Transferred	<ul style="list-style-type: none"> • Identity Data including first name, last name, job title, vehicle registration numbers and images of Relevant Data Subjects. • Contact Data including addresses, email addresses and telephone numbers. • Employee details including Identity Data and Contact Data of past, present and future employees.
Special Categories of Personal Data and criminal convictions and offences	Special Categories of Data will not be processed.
Relevant Data Subjects	<ul style="list-style-type: none"> • business contact representatives • your staff members • anyone about whom personal data is input into the Services • authorised users of the Services
Frequency of the transfer	Continuous
Nature of the transfer	<p>As specified in the Terms and this DPA, including without limitation:</p> <ul style="list-style-type: none"> • use by us of Transferred Data to provide the Services; • collection, organisation, storage (hosting), retrieval and other processing of Transferred Personal Data necessary for us to provide, maintain and improve the Services; and • transmission, disclosure and dissemination of Transferred Personal Data to provide the Services in accordance with the Terms or as compelled by law.
Purpose of processing	The purpose of the transfer and processing are as specified in the Terms and this DPA.
Duration of the Processing	The term of the Terms, and for a period of 12 months after termination or expiry of the Terms, unless otherwise required by law.

ANNEX 2
LIST OF SUB-PROCESSORS

SUB-PROCESSOR	LOCATION	PURPOSE/ SERVICES	WEBSITE & CONTACT DETAILS
Fleetsafe AI	UK	Provides telematic hardware and software	https://fleetsafe.ai/ 2nd Floor Medway Bridge House, 1 - 8 Fairmeadow, Maidstone, Kent, England, ME14 1JP
Geotab Inc	Canada	Provides telematic hardware and software	https://www.geotab.com/uk/ 2440 Winston Park Dr, Oakville, ON L6H 7V2
Lytx Inc	United States	Provides telematic hardware and software	https://www.lytx.com/en-gb 9785 Towne Centre Drive San Diego, CA 92121
Matrix IQ	UK	Provides telematic hardware and software	https://matrixiq.com/ Matrix House, Merlin Court Atlantic Street, Altrincham, Cheshire, WA14 5NL
Octo Telematics UK Ltd	UK	Provides telematic hardware and software	https://www.octotelematics.com/ 99 Bishopsgate – London U.K. - EC2M 3XD
Radius Telematics	UK	Provides telematic hardware and software	https://www.radius.com/en-gb/ Arden Square Crewe Business Park Crewe CW1 6HA
Xirgo Holdings, LLC	United States	Provides telematic hardware and software	https://xirgo.com/en-gb/ 2100 Golf Road, Suite 290, Rolling Meadows, IL 60008
VisionTrack Ltd	UK	Provides telematic hardware and software	https://visiontrack.com/ 2 Chapman Way, High Brooms Industrial Estate, Tunbridge Wells, Kent, TN2 3EF

ATTACHMENT 2 – GOODS WARRANTY

- 1.1 Subject to the terms of this Warranty, if during the first 2 years from the date of purchase of the Goods from us (**Warranty Period**), the Goods prove defective by reason of improper workmanship or materials, we will repair or replace the Goods.
- 1.2 If any materials, parts or features required to facilitate any repair or replacement pursuant to clause 1.1 are unavailable or no longer in production, or your model of Goods is no longer available or in production, we will use our best endeavours to use appropriate equivalent materials, parts, features or model.

2 Making a valid warranty claim

- 2.1 To claim the benefit of this Warranty, you must:
- (a) notify us by email as soon as you become aware that the Product is defective, and in any event, within 14 days of when you become aware that the Product is defective, with proof you purchased the Product from us, and a description and photographs of the claimed defect;
 - (b) allow us sufficient access to your premises or vehicle to inspect the Product; and
 - (c) provide any other information reasonably required by us to assess your claim.
- 2.2 Where you return the Product as part of a Warranty claim, you will need to cover any associated delivery costs of you returning the Product to us. We recommend using a trusted and tracked delivery method to return the Product to us.
- 2.3 Where we accept your claim under this Warranty, clause 1.1 will apply.

3 When this warranty applies and when it does not

- 3.1 This Warranty does not cover any defect which is caused (or partly caused) or contributed to, by any:
- (a) act or omission, accident, or negligence by you or any third party not engaged by us (including any third party installer of the Product)
 - (b) failure on your part to follow any instructions or guidelines (including any manual) provided by us in relation to the Product or properly maintain the Product in accordance with any of our instructions or guidelines (including any manual)
 - (c) use of the Product otherwise than for any application or use specified by us
 - (d) continued use of the Product (where such use is not reasonable) after any defect in the Product becomes apparent or would have become apparent to a reasonably prudent person
 - (e) incorporation or installation of appliances, or other items into the Product
 - (f) failure by you to notify us of any defect in the Product within a reasonable period of time after you become aware of or ought to have reasonably become aware of the relevant defect
 - (g) reasonable wear and tear
 - (h) act of God or force majeure event (including but not limited to war, riot, invasion, act of terrorism, contamination, earthquake, flood, fire, or other natural disaster, or any other event or circumstance beyond our reasonable control), or
 - (i) installation, repair, replacement, maintenance, altering, overhauling or otherwise compromise of the Product by you or any person other than us or our Personnel.
- 3.2 **Additional Expenses:** Any works or services requested by you to be performed by us and deemed by us to not be covered under this Warranty may incur additional charges, which we will advise you of prior to commencing those additional work or services. We are under no obligation to perform any additional work or services that you may request.

4 General

- 4.1 **Terms and Conditions prevails:** This Warranty is subject to our Terms and Conditions, and in the event of any inconsistency or ambiguity between this Warranty and our Terms and Conditions, our Terms and Conditions will prevail.
- 4.2 **Enforceability:** This Warranty is only valid and enforceable in the United Kingdom.

- 4.3 **Governing Law:** This Warranty is governed by the laws of England and Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in England and Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 4.4 **Contracts (Rights of Third Parties) Act 1999:** Notwithstanding any other provision of this Warranty, nothing in this Warranty confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- 4.5 **No Assignment or transfer:** This Warranty or the benefit under this Warranty cannot be assigned or transferred to any other person or third party.
- 4.6 **Severance:** If any provision of this Warranty is held to be void, invalid or illegal or unenforceable in any jurisdiction, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or part of that provision) will be severed from this Warranty without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Warranty.

Your contact details for any claim under the Warranty is:

Name: The Data Analysis Hub Ltd

Address: First Floor 1 The Courtyard, 707 Warwick Road, Solihull, West Midlands, United Kingdom, B91 3DA

Phone: 01213894035

Email: Support@thedatahub.uk