



Service Agreement

This document is intended for Your Organisation and its representative or agent.

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1. References

- 1.1 This document includes the teamSOS Common Clauses as amended, extended, or re-enacted from time to time.
- 1.2 This Service Agreement is part of our Terms of Service.

2. Parties

- 2.1 This Service Agreement is a legal agreement between You, acting on behalf of Your Organisation, and teamSOS Limited

3. Grant of License

- 3.1 In consideration of the Fee payable by Your Organisation to us or an approved organisation, we grant Your Organisation a limited, non-exclusive licence to use the Service for the Term subject to compliance with our Terms of Service at all times and within the limitations of the Entitlements as set out in the Quote.

4. Fees

- 4.1 The Fee is payable by Your Organisation to us directly or through or an approved organisation once you have accepted the terms of a Quote.
- 4.2 The Fee is payable by Your Organisation annually in advance on the dates specified in the Invoice.
- 4.3 We accept payment of the fee by receipt of a valid purchase order number along with reference number and full details of Your Organisation including legal name and postcode being sent to accounts@teamsos.co.uk.
- 4.4 Subject to clause 4.5, once we have received from Your Organisation either a payment of the Fee or a valid purchase order number the Service for Your Organisation's will be activated and details of how to login to your teamSOS account will be sent to the nominated administrative contact for Your Organisation.
- 4.5 We shall have the discretion to activate the Service for Your Organisation prior to receipt of payment of the Fee or a valid purchase order number.
- 4.6 For the purposes of clause 4.5 above, we retain the right to revoke access to the Service for Your Organisation if we do not subsequently receive from you either payment of the Fee or a valid purchase order number.

5. Support Services

- 5.1 We agree to provide support services to enable Your Organisation to use the Software. These services include
 - Telephone support during our business hours
 - Email support (during normal business hours)
 - Providing informative materials online
 - Any other such support mechanisms that we may elect to provide.
- 5.2 We are not required to provide training on incident management or recommended or best practice specialist and/or general practices in handling specific incidents. We provide a platform to enable the improvement and effective operation of your organisations existing practices.

- 5.3 We do not provide an emergency response service or provide real-time support for incidents in progress. Your Organisation must ensure there are procedures in place to access emergency response services in the event of equipment or connectivity failure.

6. Confidentiality and Publicity

- 6.1 Each party shall, during the Term and thereafter, keep confidential all, and shall not use for its own purposes (other than implementation of the Terms of Service) nor without the prior written consent of the other disclose to any third party (except its professional advisors or as may be required by any law or any legal or regulatory authority) any, information of a confidential nature (including trade secrets and information of commercial value) which may become known to such party from the other party and which relates to the other party, unless that information is public knowledge or already known to such party at the time of disclosure, or subsequently becomes public knowledge other than by breach of the Terms of Service, or subsequently comes lawfully into the possession of such party from a third party. Each party shall use its reasonable endeavours to prevent the unauthorised disclosure of any such information.

7. Access and Equipment

- 7.1 Your Organisation is solely responsible for obtaining the equipment and telecommunication services necessary to access the Service, and all fees associated therewith including computing devices, additional software licenses, and Internet service provider and airtime charges.
- 7.2 Your Organisation is solely responsible for the availability, functionality and connectivity of equipment used to access the Service.
- 7.3 Your Organisation may elect to permit access to the Service by employees and recognised agents on their own personal equipment. We will make best endeavours to ensure that the Service is suitably designed and secured for use on personal devices. All fees associated with the use of the Service on personal devices, including Internet service provider and airtime charges, and any apportionment thereof are the sole responsibility of Your Organisation.

8. Software Updates

- 8.1 We reserve the right to make and release Software Updates at any time and for any reason and such updates may, where we deem necessary:
- Disable or permanently remove Service features or functionality for all devices or for a subset of devices;
 - Introduce or enable Service features or functionality for all devices or for a subset of devices; or
 - Adjust the minimum system requirements for all devices or for a subset of devices.
- 8.2 We make no warranty or express commitment in the scheduling, cadence, or nature of Software Updates to the Service.

9. Access by Employees and Recognised Agents

- 9.1 Your Organisation is required to provide current and accurate identification, contact and other information for employees and recognised agents using the Service. Your Organisation is responsible for maintaining the accuracy and completeness of such information.
- 9.2 Your Organisation is responsible for maintaining the confidentiality of Account Credentials for all teamSOS Accounts it issues.

- 9.3 Your Organisation is fully responsible for all activities that occur under teamSOS accounts issued by the Organisation and agrees to immediately notify us of any unauthorised use of any teamSOS Account or Account Credentials or any other breach of security.
- 9.4 We will not be liable for any loss or damage arising from Your Organisation's failure to provide us with accurate information or to keep any teamSOS Account or Account Credential secure.
- 9.5 Your Organisation is responsible for ensuring all End Users are made aware of and adhere to the Acceptable Use Policy, and that use of the Service is deemed to be consent and agreement to the Acceptable Use Policy.
- 9.6 Your Organisation is liable for any loss or damage arising from its failure to enforce End User compliance to the Acceptable Use Policy.
- 9.7 We are not liable for any loss or damage resulting from Your Organisation's failure to enforce End User compliance to the Acceptable Use Policy.

10. Duration and Termination

- 10.1 Subscription to the teamSOS services is charged annually and unless otherwise stated or agreed the Term shall be 3 years. Your Organisation has the right to cancel at the end of the Term period by giving 3 months' notice else the contract will be renewed automatically to ensure there is no disruption to service. Such renewals shall be for a Term of 3 years. Within the Term we reserve the right to increase the price of subscription as we enhance the Services and supporting resources.
- 10.2 Without affecting any other right or remedy available to it, either party may terminate the Service Agreement with immediate effect by giving written notice to the other party if:
- The other party fails to pay any amount due under this Service Agreement and remains in default not less than 7 days after being notified in writing to make such payment
 - The other party commits a material breach of any other term of the Terms of Service and the breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so
- 10.3 Without affecting any other right or remedy available, you may terminate this Service Agreement upon not less than 30 days prior written notice to teamSOS subject to clause 12.4 below.
- 10.4 Upon termination for any reason:
- all rights granted to you under this Licence shall cease;
 - you must cease all activities authorised by the Terms of Service;
 - your Organisation shall immediately pay to us all sums due to us under this Service Agreement for the full remaining term;
 - your Organisation must return any loan or trial equipment provided by teamSOS or its affiliates; and
 - your Organisation's access to the Service will be immediately revoked.