

Product Schedule: Application Services – Terms and Conditions

1. **Purpose:** This Product Schedule forms part of the Product Agreement between Arrow and the Customer in relation to Application Services, and sets out terms and conditions which are specific to the provision of such Application Services. It is in addition to and subject to Arrow's standard Terms and Conditions, and does not in any way replace them. Capitalised terms used in this Product Schedule have the same meaning as in the Terms and Conditions. Where there is a conflict between the terms of this Product Schedule and the Terms and Conditions, the terms of this Product Schedule shall apply. The term "Application Services" means the Applications for use on mobile telephone devices and computers. The term "Applications" means such software applications as are set out in the Product Agreement.
2. **Minimum term and termination:** Arrow shall provide the Application Services for the minimum period specified within the Product Agreement, from the date of signature of the Product Agreement (the "Minimum Term") and thereafter until the Product Agreement is terminated. The Product Agreement may be terminated by either party for convenience on at least 1 calendar month's written notice to the other party, (unless otherwise agreed between the parties), subject to paragraph 3 below.
3. **Early Termination:** If the Customer wishes to terminate this Product Agreement prior to the end of the Minimum Term, Arrow reserves the right to invoice the Customer for an early termination charge equating to the Charges for the Application Services that would otherwise have been payable up to the end of the Minimum Term.
4. **Suspension and Cessation of Service:** Arrow may cease to provide Application Services or at its discretion terminate this Product Agreement in the event that the Customer is in breach of any of its obligations hereunder or if the Customer is in default in respect of any payment (whether or not such payment is due under this Product Agreement or another Product Agreement). Application Services may be renewed at the discretion of Arrow provided all monies due to Arrow are paid in full. The Application Services shall be ceased and portal access restricted at the end of the agreement term, unless and until a new agreement has been signed.
5. **Software Licence:** On signature of the Product Agreement, the Customer shall be deemed to accept the terms of the software licensing agreement in respect of any Application supplied (each an "Application Licence"), whether any such Application Licence is with Arrow or with a third party. A breach of any such Application Licence by the Customer shall constitute a material breach of such Application Licence and Arrow may in such event terminate this the Customer's right to use the relevant Application, for all Users, without any further liability to Arrow, and Arrow shall be entitled to invoice the Customer for an early termination charge equivalent to the Charges for the terminated element(s) of the Application Services that would otherwise have been payable up to the end of the Minimum Term. The Customer, not Arrow, is responsible for the Customer's compliance with the terms of any Application Licence. Users shall use the licensed services only in accordance with any relevant software licensing agreement, this Product Schedule and related terms. The Customer shall be responsible for all Users' use of the licensed services as if such use were directly by Customer and shall be liable for any breach of the software licensing agreement by its Users. The licensed services are licensed, not sold to the Customer under the terms of the software licensing agreement and this agreement.

The number of licenses purchased cannot be decreased during the Minimum Term. Any Fees for licenses added in the middle of a monthly period whether via Purchase Order Form(s) or as a result of Overage, will be charged for that full monthly period and the monthly periods for the agreed contract term and any renewal subscription terms.

For the purposes of this Product Schedule, "Overage" shall mean "any device that has been added to the portal by the Customer at any time during the term above their committed allowance".

6. **Intellectual Property Rights:** Neither the Product Agreement nor any licence or sub-licence granted under this Agreement shall be construed to convey or transfer to the Customer any ownership or proprietary interest in any intellectual property rights in the Product (or any part thereof), any Application (or part thereof) and/or any User documentation.
7. **Acceptable Use:** The Customer will follow Arrow's reasonable instructions in relation to the intended use of the Applications and shall act in accordance with the Acceptable Use Policy.
8. **Warranty:** Arrow does not warrant that the functions of any Application will meet any particular requirement or that their operation will be entirely error free or that all program defects are capable of correction or improvement. The Customer must ensure that any software and / or hardware it uses with any Application meets any applicable minimum specification for such Application.
9. **Disconnection:** Without prejudice to Arrow's other rights of termination and suspension, Arrow can disconnect any User's mobile device from the Application on a temporary or permanent basis (without liability or obligation) if (i) a User has placed or Arrow reasonably suspect that a User has placed the Customer in breach of this Agreement or any applicable Application Licence; (ii) the Customer or the User has given Arrow any materially false or misleading information; (iii) if Arrow is obliged to comply with an order, instruction or request of Government, an emergency service organisation or other competent administrative authority or Infrastructure Provider; (iv) the Customer is in breach of the payment terms of this Product Agreement. Where Arrow considers it appropriate in the circumstances, it will use its reasonable endeavours to give the Customer 30 calendar days' written notice of a disconnection under this paragraph. In the event of disconnection or suspension of the Services, the Customer shall be required to remove from their systems and devices any software supplied under this agreement.
10. **Use of licence:** Licenses cannot be shared or used by more than one device, but may be reassigned to a new device which replaces the former device as long as such former device no longer connects to the licensed services and the Customer provides Arrow with written notice of the reassignment. Any added licenses will be committed to the same term as the pre-existing licenses; and for billing purposes, the Customer's total license count is determined by the number of services that connect to the licensed services.