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FootfallCam

Delivery and Purchasing Terms and Conditions

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1.0 FootfallCam System Implementation

1.1 Order and Installation Procedure

1. Goods production based on rollout plan, the rollout plan has to provided by retailers at least prior 35 days of the project start.
2. FootfallCam will send over the quotation and P.O. to retailer at the price agreed and confirmation by the retailer with a signed P.O in return to sales@footfallcam.com
3. Goods will ship to local installer warehouse and prepare for installation
4. The installer will bring the FootfallCam 3D Plus system pack to the site for installation
5. Installation would be conducted 3-4 stores per day as schedule with retailer. Work permit for installer need to be approved by retailer and the relevant parties (e.g. shopping mall management)
6. Accuracy audit will have conducted within 3 days after the installation
7. Verification report will be generated and send to retailer for the full prove of accuracy within one week after installation.
8. FootfallCam will send over the invoice and retailer to arrange payment with relative payment terms.

1.2 Pre-deployment preparation

1.2.1 IT Setup Requirement and Checklist

Server Installation

Retailer can choose to install the FootfallCam Analytic Software to own corporate server or using FootfallCam Cloud solution:

Using FootfallCam Cloud server

1. A login details would be send to retailer in the format as follow:
Username:
Password:
Link: www.footfallcounter.com
2. Retailer can configure the branch setting and add counter into the portal based on the user manual provided.
3. FTP can be set up if retailer would like the data to be export to their own server in daily basis based on the given format.

Using Own Corporate Server

1. Make sure the server set up is compatible with the minimum server requirement (Appendix 2)
2. FootfallCam will provide retailer a server license, with the installation wizard to download and set up in your own server.
3. Retailer can configure the branch setting and add counter into the portal based on the user manual provided.
4. FootfallCam support team is available for the installation support with prior 24-hour booking.

Required Details Install Sites

Footfallcam suggest to have the IT and network set up before the counter is installed onsite. Footfallcam will use DHCP setting by default, if the retailer has any specific network preference, retailer may fill in the following details for pre-configuration:

Name of Site	
Address of Site	
Type of Located Area (Street/ Mall)	
Number of Entrance(s)	
Entrance Width	1.8 metres
Ceiling Height	2.6 metres
Total Number of Counter Required	<i>Refer to the device calculator</i>
<p>Site Photos:</p> <p><i>minimum 3 photos are required as below:</i></p> <ol style="list-style-type: none"> i. Photo taken from outside to inside of the entrance ii. Photo taken from inside to outside of entrance iii. Photo taken from ceiling of the entrance 	
IT Details	<p>FootfallCam recommends the camera to use DHCP as the default setting. However, if a specific network setting is preferred, the camera can be configured accordingly. Please provide the IT preference for this store:</p> <p><u>Camera Setting:</u></p> <p><input type="checkbox"/> DHCP <input type="checkbox"/> Static IP <input type="checkbox"/> Proxy Setting</p> <p>If static IP or Proxy setting are required, please fill up the following:</p> <p>Static IP (given based on quantity of counter required) :</p> <p>Subnet Mask:</p> <p>Gateway:</p> <p>Primary DNS:</p> <p>Secondary DNS:</p> <p><u>Proxy Details (only if this is required)</u></p> <p>Proxy IP:</p> <p>Port:</p> <p>Login ID:</p> <p>Password:</p> <p><u>Port Forwarding</u></p> <p>FootfallCam uses 'Push', rather than 'Pull' mechanism, through port 80 to communicate with the server. Therefore, if the computers or tablet device can browse the internet in your store, then you will not need to setup any port forwarding.</p> <p>However, if your network has a Firewall blockade on port 80, please create the following Port Forwardings:</p> <ul style="list-style-type: none"> - Port forward TCP 80 (Outbound) to the FootfallCam camera internal IP address

	<ul style="list-style-type: none"> - for pushing data to server - Port forward TCP 443 (Outbound) to the FootfallCam camera internal IP address – for web services - Port forward TCP 8001 (Inbound) and translate to TCP 80, to the FootfallCam camera internal IP address – for dial in communication - Port forward UDP 123 to the FootfallCam camera internal IP address – for NTP service to get to the time server
Infrastructure Checklist on the trial site	<p>How far the distance from back office to entrance 1:</p> <p>How far the distance from back office to entrance 2:</p> <p>How far the distance from back office to entrance 3:</p> <p>A network port is available for each camera at the router/network switch:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>A standard 240v 13A mains power wall socket or extension lead is available near the router/network switch:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
Installation of site	<p><input type="checkbox"/> Provided by FootfallCam</p> <p><input type="checkbox"/> Provided by Customer</p>

Site Preparation:

- **Power port** for main power of counter. If the store required multiple counter installed, a 4 gang power extension is preferable
- **Network port** on router based on the quantity of counter required (1x port per counter)

1.3 Installation Details and Checklist

Installation Checklist

- Counter is connected to server
- Counter live view is perfect
- All cable is label properly
- Counter is added into FootfallCam Analytics Software, and branch is configure well in the portal
- Retailer with first set up has registered a company account on www.footfallcounter.com

1.4 After Installation- Accuracy and Performance Review

4.4.1 Verification Process and Review

Verification is the key to the success of your footfall counting system. Accuracy audit allows you to capture a short video clip, do a manual count and cross check it with the system count for this period. A verification report can then be generated, along with the video evidence, and centrally archived for future reference. No system nor management can withstand this backlash. This feature gives us transparency and trust, that is why FootfallCam systems are being successfully implemented and trusted by retailers, from management to store level.

In the standard practice, the counter line setting and accuracy setting would be adjusted based on the retail environment after the installation has been completed and all network is successfully connected to the server.

Through many years of experiences and focus in this industry, we have come out with a set of guidelines on conducting the accuracy verification and fine tuning the camera setting to optimize the counting accuracy. Accuracy verification will be done right after the camera installation is completed in the store, this process was previously a labor extensive work which took our verification specialists around 2 week's time to monitor the camera counting. However, with the introduction of the FootfallCam Web Server, now anyone including the retailers can conduct and manage the accuracy verification for all stores by themselves.

Easier Verification Process through FootfallCam Web Server

To carry out the accuracy verification, video streams of the selected camera need to be recorded so that user can calculate the counting accuracy by comparing the manual count with the system count.

Auto-recording at Scheduled Time

The auto recording function in the Web Server allow user to create multiple schedules to record videos of different cameras at the scheduled time.

Verify Directly from the Recorded Video

Users can playback the recorded video and conduct verification directly in the Web Server. Key in manual count and the counting accuracy will be generated automatically.

Verification Report

User can always refer to these verifications to keep track on the counting accuracy of each store and fine tune the camera parameter settings. When a store achieves over 95% counting accuracy, user can generate a verification report by combining the verifications and send it to the top management to review. These reports are save in an archive in the control panel for the purpose of reviewing by the workers in the future. Besides, there are options of print out or email the report directly from the control panel.

1.5 Service Level

Production Lead Time	#1 Order Volume: 1-50 units – 2-3 days upon order confirmation and upfront payment #2 Order Volume: 51-200 units – 7 days upon order confirmation and upfront payment #3 Order Volume: 201- 500 units – 2 weeks upon order confirmation #4 Order Volume: 501 and above – 3-5 weeks upon order confirmation
Delivery	Worldwide Shipping Delivery within 14 days after production lead time
Warranty	<ul style="list-style-type: none">- 1-year manufacturer warranty on FootfallCam hardware (excluded labor cost or installation cost)- Warranty period would be effective from upon successful installation to each store- If there us any defect found on-site, remote checking system will be performed and adjusted for primary. If problem still remain unsolved, on-site checking by engineer is recommended.
Installation Schedule	Maximum install 3-4 stores per day per engineer in regional cluster Small rollout – Usually takes one week Large rollout- Usually takes 3-6 months per country

2.0 Term of Contract

1. Definitions

'**The software package**' will mean the set(s) of computer programs comprising the software packages detailed herein, and any derivations or modified version thereof, together with any related documentation provided by FootfallCam. '**Equipment**' shall mean the items of computer, and peripheral equipment listed in the invoice along with any cabling, fixtures and fittings installed. '**System**' shall refer to the combination of all hardware, software and peripheral devices that FootfallCam supplies to the client. '**Good Industry Practice**' means, in relation to any warranty or services provision in any circumstances, the exercise of the skill, diligence, prudence, foresight and judgment which would be expected from a highly skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances, applying the best standards currently generally applied in the Supplier's industry '**Terms & Conditions**' shall refer to this set of terms & conditions. '**The agreement**' shall mean these terms & conditions and the maintenance agreement outlined in clause 2, the '**warranty**' as outlined in clause 7, and the software license outlined in clause 16. '**The client**' shall refer to the organization purchasing and in receipt any good or service from FootfallCam. '**Support**' shall refer to the support and maintenance covered by the warranty or support & maintenance contracts outlined herein.

2. Maintenance

A basic level of maintenance is covered by the warranty (clause 7) for the first 12 months of the life of the system, following a bedding-in period and agreement from the client that the system is working to an agreed level of satisfaction. The client may enter into an agreement with FootfallCam to increase the level of support and monitoring of the system. After a period of 12 months a maintenance agreement must be signed for continued support of the System. Details of the maintenance agreement can be found in section B. The terms of the maintenance agreement can be found herein.

3. Force Majeure

Neither FootfallCam, nor any of its servants, agents or subcontractors shall be under any liability whatsoever to the client for non-performance, or delay in performance of the delegation to be performed by FootfallCam hereunder directly or indirectly caused by or resulting from an Act of God, outbreak of hostility (whether or not war is declared), insurrection, riot, civil disturbance, government act or regulation, fire, flood, accident, theft, strike, lockout or trade disputes, delays affecting shipping or delays affecting the supplies of equipment or suitable and adequate material or any other event or circumstances whatsoever outside the control of FootfallCam in relation to the agreement. Customer reserves the right to terminate this agreement if the Force Majeure exceeds 30 days.

4. Delivery

4.1 All dates supplied by FootfallCam for the delivery and installation of equipment and/or software shall be treated as approximate only. FootfallCam shall not be liable for any delay (including without limitation any delays caused by late delivery of equipment to FootfallCam by its suppliers) if such dates are not complied with or met.

4.2 Subject to clause 4.1 FootfallCam shall use its reasonable endeavors subject to its other contractual commitments notified to Customer in writing prior to commencement and to the availability of goods and personnel to comply with the delivery dates supplied by FootfallCam.

4.3 Customer and FootfallCam will agree on an implementation schedule for delivery and installation in each standalone store. Any delays, by either party, will be notified at least 48 hours in advance, and rescheduled within a 2 week timeframe unless otherwise stated by Customer due to a significant trading period.

5. Equipment liability

Risk will pass to the client when equipment is delivered to the clients' premises. The client hereby undertakes to accept liability for any equipment supplied by FootfallCam, whilst it is on the clients' premises, be it prior to or after installation is complete.

6. Title

Property in the equipment shall not pass to the client until:-

6.1.1 the purchase price of the equipment has been paid in full; and

6.1.2 payment is made to FootfallCam of any sum which is at the date of the agreement or may thereafter become due or owing from the client to FootfallCam.

6.2 until property in the equipment has passed to the client, the client will hold the equipment in a fiduciary capacity, will not obliterate any identifying marks on the equipment or packaging and will keep the equipment separate from other goods.

6.3 FootfallCam may at any time after the payment for the goods has become due exercise the right to demand for itself or any of its authorized agents to enter the clients premises to repossess the equipment.

6.4 FootfallCam reserve the right to maintain an action against the client for the price of the equipment and any further costs ensuing, notwithstanding that property has not passed.

6.5 If the client sells the equipment to a third party before or after title has passed to the client, such sale shall be by client as principal and on no account shall FootfallCam be responsible for the terms of such sale. The client shall require written permission from FootfallCam to undertake any negotiations or sale(s) of any part of the System.

7. Warranty

7.1 Where and to the extent that FootfallCam is requested by the client and agrees to recommend or advise regarding the choice and suitability of equipment and/or software package(s) FootfallCam recognises that it will provide such advice to the client with reasonable skill and care subject to these terms and conditions, it will provide the Maintenance Services with the highest level of skill, care and diligence and in a good and workmanlike manner, in accordance with Good Industry Practice;

7.2 The client alone shall be responsible for the accuracy and validity of any information supplied by the client.

7.3 FootfallCam shall at a reasonable cost (if any) to the client pass on when called upon to do so by the client, so far as it is reasonably able, the benefit of all warranties contained in any contract for the supply of equipment to FootfallCam.

- A(a) it will use best quality Equipment, materials, techniques and standards;
- (b) it will ensure that all of the Footfallcam personnel will be appropriately qualified and experienced to undertake their tasks and will use professional skill and care of the highest standards applicable in Footfallcam 's industry;
- (c) it will comply with and ensure that its directors, officers, agents, Footfallcam personnel, contractors comply with:

- (i) all relevant legislation (including the Data Protection Act 1998, the Health & Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1992), regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency and, to the extent that such regulations are advisory, compliance with which is advisable but not mandatory, the minimum compliance to be achieved by the Supplier should be the best practice in its industry;

- (ii) the safety and security standards and site procedures and codes of Client; and

- (iii) any reasonable instructions and guidelines issued by Client from time to time;

- (d) it will provide the Services in accordance with the maintenance levels agreed; and

- (e) it has full capacity and authority to enter into this Agreement and that it has or will obtain prior to the commencement date, any necessary licences, consents and permits required of it for the performance of the services.

- (f) it will not introduce into any of Client's equipment and systems of software any viruses, whether pursuant to delivery of the Services or otherwise, and will use such internal security measures as would be expected of a market leader in the IT services industry; and

- (g) it will ensure all spare parts provided under this Agreement are of satisfactory quality and fit for purpose.

B Footfallcam will comply with any reasonable directions of Client which relate to the Services. The Supplier will carry out all reasonable requests to co-operate with such third parties as Client may stipulate from time to time. Such requests will be considered reasonable to the extent that Client requires co-operation between the Footfallcam and such third party.

C. Footfallcam shall indemnify and keep indemnified Client against all costs, claims, losses and damages and expenses (including legal expenses) incurred by Client arising out of, or in connection with, any breach of Clause 7 by Footfallcam, it's personnel or any contractor.

.D. Unless otherwise agreed, Footfallcam, its personnel and contractors shall be responsible for the Equipment and for any other property which they bring onto any Client's premises and shall remove it from the client premises on reasonable written request as soon as is reasonably practicable. Footfallcam shall be liable for any damage to the client premises caused by the Equipment. For the avoidance of doubt, client shall not be liable for any damage to, or theft of, any Equipment or other property brought onto any client premises.

7.4 Subject to clause 7.1 and to the maximum extent permissible in law all conditions and warranties, which are to be implied by statute or otherwise be general law into the Agreement or relating to the equipment and/or software package(s) are hereby excluded.

7.5 The total liability of FootfallCam to the Client in respect of all claims pursuant from the Agreement shall be limited to the System purchase price outlined in the initial invoice.

7.6 Notwithstanding anything to the contrary herein, the liability of FootfallCam to the Client for:-

7.6.1 Death or personal injury resulting from negligence from FootfallCam

7.6.2 Damage suffered to the Client as a result of breach by FootfallCam of the condition as to the title or the warranty as to possession as implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Goods & Services Act 1982

7.6.3 Damage for which FootfallCam is liable under part 1 of the Consumer Protection Act 1987 shall not be limited.

7.7 FootfallCam reserves the right to charge the Client at a reasonable rate for any work carried out that has been proven or agreed by the Client to have been caused by accidental, malicious or negligent damage to the System by the client or its agents.

7.8 FootfallCam will use reasonable endeavours to configure the system to maximise its accuracy, subject to environmental conditions. Subject to clause 10 the accuracy of the system once installed shall be deemed acceptable.

7.9 Any performance data, which may be given by FootfallCam to the client, is based on FootfallCam's experience and give only an indication of the performance levels the System is expected to achieve. FootfallCam accepts no liability for failure of the system to achieve such performance levels unless they have been specifically guaranteed in writing on the Order Acknowledgement and provided that such failure is outside the tolerance limits which may be applicable in the relevant industry.

7.9.1 A counting accuracy of >90% is the industry average, with FootfallCam system typically performing at >95% provided the equipment is installed at recommended conditions (at height between 3-3.5m, clear path of in and out traffic, clear of swinging door, to name a few). In situations where the accuracy is affected, FootfallCam will notify the Client in a timely manner, specifying the environmental condition that affects the accuracy, and will provide recommendations to resolve/rectify. Following the rectification, the System shall resume its expected performance level

7.10 FootfallCam shall not be liable under the warranty in respect of:-

7.10.1 any defect arising from fair wear and tear, willful damage, incorrect movement, misuse, alternation or maintenance of the system (other than by FootfallCam or its agents) or failure to follow FootfallCam's written instructions

7.10.2 any goods for which the total price has not been paid by the due date

7.10.3 any defect arising from design, specifications or materials supplied by the Client

7.10.4 any defect arising from installation of the system, unless such installation was carried out by FootfallCam or one of its agents.

7.11 FootfallCam will take all reasonable care to maintain the confidentiality of any data supplied by the Client, but shall not be liable for any external breach not related to the actions of FootfallCam, its personnel or contractors resulting in access to such data.

8. Consequential Loss

Neither FootfallCam nor any of its agents, servants or subcontractors shall be liable in any manner for any indirect or consequential loss, damage or injuries (which expression shall mean pure economic loss, loss of profit, loss of business and like loss suffered by the Client, nor shall they be liable to the Client for any loss or corruption to data or programs held or used by or on behalf of the Client in relation to or arising out of this Agreement.

9. Payment

9.1 A full upfront payment must be paid on all orders less than £1,0000, unless otherwise agreed, before goods are despatched.

9.2 All equipment supplied to the client must be paid for on delivery unless subject to an approved and signed lease/rental agreement in which case payment shall be made when acceptance in accordance with clause 10.2 occurs time shall be of the essence in relation to this clause.

9.3 FootfallCam reserves the right to charge interest to the client on any sums owing or other charges payable under this Agreement which are not paid by the due date and which are not being contested, and such interest may be charged (as well after as before judgement) at the rate of 3% above the base rate of the Bank of England, from time to time subsisting such interest to accrue on a daily basis.

9.4 If the Client fails to pay any monies on the due date which are not contested, or does not comply with the obligation implied on the Client under this Agreement then without prejudice to any other right or remedy available to FootfallCam, FootfallCam shall be entitled to withhold the supply of any support, equipment and/or software package(s) to be provided to the Client or on behalf of FootfallCam until such payment is made.

9.5 All sums quoted under or further to the Agreement are deemed to be exclusive of Value Added Tax and any similar tax, which will be added at the rate prevailing at the time of invoice.

9.6 The Client shall not be entitled to make a set off and/or counterclaim in respect of any monies owed by the client to FootfallCam and shall pay all amounts due under or further to these terms and conditions without making any deduction of any kind.

10. Acceptance

10.1 The criterion for acceptance of equipment shall be the successful operation of the Equipment using the manufacturers standard test procedure and programs applicable to the Equipment.

11. Installation

Installation of Equipment at the client's site may be provided by FootfallCam, or by its agents, at FootfallCams prevailing rates, or without further charge, if the price quoted for Equipment includes installation.

Installation shall consist of FootfallCam or approved agency personnel successfully completing the manufacturers standard installation diagnostic test programs and procedures applicable to the Equipment.

The Client shall be given reasonable notice of the proposed installation date to enable them to have the site prepared to the agreed pre-requisites prior to the arrival at the site of installation personnel (including without limitation the provision of all necessary electricity, wiring, telecommunications and broadband facilities, consumable materials and apparatus). Failure to do so will result in chargeable delays to the installation of the System.

In the event that the Client has removed Equipment from its original cartons prior to the arrival of installations personnel, and without guidance from FootfallCam, the client shall be charged for installation and any repairs necessary to the Equipment at the prevailing rates.

The Client acknowledges that it is responsible for maintaining its premises as a suitable and safe operating environment for the Equipment and/or Software Package, and their installation personnel.

12. Substitutions and Modifications

FootfallCam reserves the right to make improvements or reasonable modifications in the specifications of the Equipment supplied by FootfallCam provided that such improvements, substitutions or modifications will not materially affect the overall performance of the System, and will not result in an increase in the list price before VAT or affect the area in the Clients store where the Equipment is used.

13. Cancellation

In the event of the Client cancelling the total contract in less than 90 days before scheduled installation, the Client shall be liable for a fee according to the following schedule:

Days prior to delivery	% of total free
90-61	5
60-45	10
44-31	25
30 or less	40

14. Default

Subject to the provisions of clause 15 below If the Client fails to pay any money due under the Agreement within 21 days of the due date and has not contested the payment, or if either party shall be deemed to commit a serious breach of the Agreement or any other of their obligations to the other or if any distress or execution shall be levied upon the other's property or assets, or if the other shall make or offer any arrangement or composition with creditors or such is made against them, or if the other is a limited company and any resolution or petition to wind up the other's business (other than for purpose of amalgamation or reconstruction) shall be passed or presented or a proposal is made for voluntary arrangement within part I of the Insolvency Act or if the receiver of the undertaking, property or assets of any part thereof of the other (being a limited company) or any administrator or if the client is unable to pay its debts within the meaning section 123 (1) Insolvency Act 1986 shall be appointed, then the non defaulting party may without notice:

- Suspend, determine or cancel the Agreement or any fulfilled part thereof; and
- Stop any goods in transit or payment due, and
- Footfallcam may recover any goods from the Client's premises for which payment has not been made in full, without prejudice to any other or outstanding right or remedy that FootfallCam may lawfully enforce or exercise.

15. Disputes & Governing Law

15.1 Any dispute which may arise between parties concerning the Agreement shall be determined as follows:-

15.1.1 If the dispute shall be of a technical nature concerning matters of computing or data processing or any similar related matter, then such dispute shall be referred for final settlement to an expert nominated jointly by FootfallCam and the Client, or failing such nomination within 14 days after either parties request to the other therefore nominated at the request of either party by the Director for the time being of the British Computer Society such expert shall act as an expert and not an arbitrator. Their decision shall be final and binding on the parties.

15.1.2 In any other cases the dispute shall be determined by the English Courts, and the parties herby submit to exclusive jurisdiction of such Courts for such purpose.

15.2 In any dispute between contracts, this set of terms & conditions shall prevail.

15.3 This Agreement shall be formed and constructed by English law

16. Software License

FootfallCam provides the software package in accordance with the terms set out in the software license detailed below:

16.1 Subject to payment for the System, FootfallCam grants the Client a non-exclusive, perpetual, non-transferable license for the Client to use the software in machine readable object code at the site on a single processor (unless a greater number of processors is specified in the invoice or subsequent agreements) for its own internal business purposes and in accordance with this Agreement.

16.1.1 The Client may choose to utilize FootfallCam hosted service, where the software is hosted on FootfallCam server. The Client may also choose to have the software installed into their own server

16.1.2 With FootfallCam hosted service, FootfallCam exercise best endeavor to keep the reporting software available at all times, except during essential maintenance or circumstances outside the control of FootfallCam. In the exceptional situation where the reporting software is not available, FootfallCam will clearly communicate with the Client the cause, estimated duration of interruption and suggested remedy. In the unlikely event where the estimated duration of interruption is deemed too long for the Client, the Client may choose the option of transferring the hosting of the software to its own server

16.1.3 The Client may choose to have data uploaded to FootfallCam, as well as data provision back to the Client, subject to prior agreement and arrangement with FootfallCam. These data, once setup, will be made available at all times to the Client with best endeavor from FootfallCam. In the exceptional situation where this is not possible, FootfallCam will clearly communicate with the Client the cause, estimated duration of interruption and suggested remedy. In the unlikely event where the estimated duration of interruption is deemed too long for the Client, the Client may choose the option of transferring the hosting of the software to its own server thereby taking full control of the availability of the data

16.2 FootfallCam may make available to the Client upgrades of software at reasonable prices to be determined by FootfallCam, but the client will be under no obligation to acquire or use such upgrades

16.3 FootfallCam may from time to time supply free upgrades to improve the performance of the software. The client hereby undertakes to accept such modifications.

16.4 The Client acknowledges that the intellectual property rights in the software (including any customisations and updates) belong to FootfallCam.

The Client undertakes:

- a) not to copy, publish or distribute, decompile, reverse engineer, translate, adapt, vary or modify the software except as expressly permitted by this Agreement
- b) not to transfer, assign, sub-license, charge or otherwise deal in the software other than in accordance with the terms of this agreement
- c) to maintain all copyright notices on all copies of software and;
- d) notify FootfallCam as soon as practicable if it becomes aware that any person may have unauthorized knowledge, possession or use of the software.

16.5 The Client shall use its reasonable endeavours to ensure its employees and agents do not disclose, communicate, copy or reveal for any purpose whatsoever the software or any part thereof. The Client accepts liability for any breach of this agreement by its employees or agents.

17. Standard Support and Maintenance

With Standard Support and Maintenance you receive personal, written answers. Replies are sent within three business days (excluding the period between Christmas & New Year) at the latest, sometimes within hours of receipt. Answers come directly from hands-on experts, involving members of our software development team whenever necessary.

17.1 Availability

After full support for the bedding in period the first year of standard reactive Support and Maintenance Service after installation is included with the purchase of the System. FootfallCam strongly recommend continuation of the Support & Maintenance contract to ensure the smooth running of Systems supplied. Subsequent years of Support and Maintenance Service may be purchased, and need to be contiguous. These are offered at different levels to meet the requirements of different organisations. Failure to maintain a continual Support & maintenance will result in adoption of the Pay As You Go price structure for any outstanding issues before a new support & maintenance agreement can be put in place.

The varying levels of support are:

- Premium Support (P) - Clients with specific requirements for additional support requirements and out of hours support contact
- Standard Full Support (S) - Recommended support level offering active system monitoring and data recovery, covering the majority of client requirements for on-going support and maintenance of their system.
- Pay As You Go (PAYG) – Prices customers without a valid support contract in place.

17.2 Included Services – (N.B Please see advisory comments for inclusion in different support packages)

To ensure our clients receive the best level of support we recommend taking a Standard Full Maintenance & Support Contract. This gives access to our dedicated support line 5 days a week during normal working hours, between 9am and 6pm GMT (excluding UK statutory holidays), and a dedicated email address solely for support issues. (included in P)

FootfallCam Support will assist customers with general advice and guidance on the use of FootfallCam Systems to the extent of providing examples wherever possible.

To ensure a prompt response the Client should send an English plain-text e-mail from the mail account registered with

FootfallCam providing the following:

- a clear, detailed description of the problem/question/suggestion

- which supported and released version of the product is affected
- what is the operating environment (OS, hardware platform, build tools etc.)
- the date/time when the problem first occurred and details of any subsequent occurrences

Additional relevant content (i.e. Screenshots or appropriate log files) should be included as attachments to the mail if FootfallCam do not have internet access to your system.

18. What is included in your Maintenance Contract?

- FootfallCam releases new maintenance versions of their products regularly, usually every two months. Some of those releases are available for free for customers with an active support and maintenance contract.
- User assistance/support - via our dedicated support line including 'How do I...?' questions
- Administrator assistance/support - via our dedicated support line to address issues connected with the running of the system
- Supply of software corrections and revisions - available at no charge from FootfallCam
- "Bug" reporting/control
- Automated network connectivity checking and flagging to clients
- Remote engineer access
- Reconfiguration of network settings for counters due to changes to the IT infrastructure. (where advance notice of the proposed changes are communicated to FootfallCam with sufficient time for any configuration updates to be made). Additional charges may be applicable where the counters need to be returned to FootfallCam for network configuration updates.
- Engineer site visits for video counters where necessary at a chargeable call-out rate of £195
- Repair or replacement of faulty equipment (included with Extended Warranty)

What is not included in your Support & Maintenance Contract?

- As per clause 7.9 in the Terms & Conditions; failure resulting from malicious, accidental damage, or standard wear and tear etc. is not covered by the Maintenance Contract.
- Site visits that are deemed to result from the above.
- Out of hours support
- Ongoing manual monitoring of the system following the bedding-in period – where possible FootfallCam recommend 'Active Monitoring' should be purchased for the system in addition to reactive support – this is available on a monthly, weekly or daily basis. Active Monitoring means that FootfallCam access your system on a regular basis to check data, monitor and pro-actively manage and maintain the system.
- Reconfiguration of counters that have been moved for building work, or from the original site to an alternative location (included in Premium support only). For charges see table of charges in the appendix.

In case of software defects, FootfallCam will make reasonable efforts to solve bugs in released products. This support is provided to the Client on a "best efforts" basis, and may include suggestions for short-term "work around" solutions, and/or the provision of modifications to the software or documentation as deemed appropriate by FootfallCam.

18.1 Access to maintenance releases

The main focus for maintenance releases is stability. Typically, these include bug fixes, minor improvements & documentation changes. Significant new features will be held over to a new major version release, which may be chargeable.

18.2 Counts lost through client network problems

Where the counters are connected to the clients network in order to automatically report counts through the FootfallCam counting service FootfallCam are not responsible for counts lost due to cables becoming disconnected, third party Internet issues or client network issues. If the client network connection fails from before closing time and has not recovered by 11pm, then the counts for that day, and any subsequent full days will not be automatically collected by the system until the connection is reinstated, and will need to be manually rebuilt. On the day in which the connection is restored, data will automatically be recovered for the whole of that day.

Due to the additional work that manually rebuilding the files involves for our support engineers, and the resulting overall increase in our costs, we will have to charge for the service of manually rebuilding data files in future, as it comes outside of the normal terms and conditions of our basic reactive support.

You will need to confirm an order for us to carry out this work on any missing data. Please note that the maximum guaranteed data log count on the devices themselves is two weeks, you must therefore confirm your requirement for us to manually access this data **within 12 days of a network issue**.

19. Duration and Consideration

Approximately two months before the expiry of a support maintenance contract, FootfallCam issues a "Notice of Expiry" letter by mail to the attention of the named primary contact for the FootfallCam System. This notice includes an invoice for the renewal of the maintenance contract and an update information sheet where users can list current shipping address information, contact information and hardware information. Should a client purchase any additional equipment after the original system purchase, any amount paid will be reflected in the Support & Maintenance fee for the next renewal period.

a. The duration of this agreement shall be for a period of twenty-four (24) months from the date agreed at time of purchase. In the event of a revised fee FootfallCam will inform the Client not less than thirty (30) days before renewal is due. The agreement will not be automatically extended. In the event the Client fails to acknowledge in writing that it requires the agreement to be extended the agreement will expire automatically.

b. If the Client fails to remit charges due to FootfallCam by the due date FootfallCam's obligations to the Client under the terms of this Agreement cease immediately.

PLEASE NOTE -- To provide uninterrupted support, the maintenance contract renewal fee must be received within 30 days of the existing contract end date. Should payment not be received in this time, any client wishing to access the support staff will be unable to do so until payment for the maintenance contract or an order for PAYG support is received. The renewal of a lapsed support maintenance contract of more than 3 months will be subject to a support restart fee.

20. How to contact customer technical support?

Tel: 01344 988681

Email: support@FootfallCam.com

Post: Technical Support

FootfallCam

2 Stanhope Gate Stanhope Road, Camberley, GU15 3DW, United Kingdom

21. Clauses included in agreements

Clauses 3, 4, 5, 7, 8, 14 and 15 shall be deemed to be incorporated into the Maintenance Agreement as described, and into the software license described in clause 16. In the event of a conflict between various documents forming part of the Agreement, these Terms & Conditions shall prevail.

22. Confidentiality

The parties hereto will treat all information communicated in confidence under or in connection with this agreement as confidential.

These Terms and Conditions are Copyright 2016 FootfallCam.

3.0 Warranty Terms and Conditions

THIS IS A LEGAL AGREEMENT between you and FootfallCam. **If you do not agree to the terms of this agreement, please promptly return the Product and accompanying items to FootfallCam with proof of purchase for a full refund.** Otherwise, by using the Product provided by FootfallCam, you agree to be bound by the terms of this agreement.

Recitals

WHEREAS, Company has developed certain computer programs and related documentation and desires to grant Customer the right to use the Software.

WHEREAS, Customer wishes to use the Software and Hardware under the conditions of this Limited Warranty.

NOW THEREFORE, in consideration of the mutual promises set forth, the parties agree as follows:

Warranty Coverage

FootfallCam Software and Hardware warranty obligations are limited to the terms set forth below:

This warranty applies to the original purchaser, including reseller, once each product is sold as evidenced by the first-user's bill of sale. FootfallCam warrants the original purchaser (the distributor) that the FootfallCam, enclosed with this Limited Hardware Warranty will in respect of the hardware be free from defects in design, workmanship and materials under normal use for a period of **one (1) years** from the date of the original purchase ("Warranty Period"). This Limited Hardware Warranty also applies for Footfall Counter, PoE Midspan Injector, Power Cable, and Ethernet Cable, if included with the FootfallCam on the date of the original purchase.

The original purchaser shall without undue delay notify FootfallCam of any defect which appears in accordance with FootfallCam' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt must be presented to obtain warranty service. If a valid claim is received by FootfallCam within the Warranty Period, the sole remedy of the original purchaser and FootfallCam's sole and exclusive liability shall be limited to, at FootfallCam sole discretion, either repair of the hardware defect using new or refurbished replacement parts, or replacement of the product. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period or twenty eight (28) days, whichever is longer. When a product or part is exchanged all hardware or part thereof that is replaced shall become the property of FootfallCam.

Hardware Return Procedures

If a Hardware Product or one of its component parts does not function as warranted during the warranty period, and such nonconformance can be verified by FootfallCam, FootfallCam, at its election, will provide either return and replacement service or replacement with a refurbished part/unit for the Hardware Product under the type of warranty service FootfallCam designates for that Hardware Product. If the product fails due to a manufacturing defect in materials, it should be sent back to FootfallCam to get a proper diagnose and repair by FootfallCam Technical Support Team, free of charge, instead of outsider. FootfallCam Support Team should be get contacted at first moment if FootfallCam or any hardware of itself is suspected to be faulty unit.

On Site Diagnose - Once FootfallCam Support Team is acknowledged and notified, client will be assisted or guided on troubleshooting the problem through Skype session or direct call support, before the product is determined as faulty unit. After the product or any hardware of itself is judged as faulty unit, FootfallCam will send a new unit or certain part of faulted hardware to client as a replacement to reassure the product is got back to work. Client should send the faulty unit or part of the hardware back to FootfallCam or FootfallCam authorised reseller after the camera or faulty part is replaced.

Product Diagnose - Client is required to return the product back to FootfallCam or authorised reseller, allows FootfallCam Technician to diagnose the problem and repair the product. A new unit will be replaced **ONLY** if the unit is completely faulty. FootfallCam will either send a new unit, if the product is not repairable, or send back the original product to client once it has been repaired. However, the turnaround time is 6-8 weeks from the time FootfallCam receive the product until it is returned to client. In some cases, the product can be got back to client sooner. In some cases, it may take longer. During peak season, FootfallCam turnaround time can be longer than eight weeks. If the product needs to be sent out be cleaned, client may expect up to two additional weeks before it will be returned to you.

Faulty product will be repaired without any charge. If it is not repairable, or if the cost of repairing the item exceeds the cost of a new one, FootfallCam will replace a new unit for client. ***Note: Shipping charges will be paid by client to send hardware to FootfallCam***

Exclusions and Limitations

This Limited Hardware and Software Warranty does not apply (a) if the product and Software have been subject to faulty and improper installation, maintenance, service, operational adjustments, repair, alteration and/or modification in any way that is not (i) covered in the documentation for the product or (ii) carried out with FootfallCam prior consent in writing, (b) to damages caused by failure to follow the instructions covered in the documentation for the products or other specific instructions from FootfallCam, (c) to cosmetic damages, (d) if the product and Software has been tampered with, (e) if the product is damaged by acts of God, misuse, abuse, negligence, accident, normal wear and tear and deterioration, improper environmental conditions (including, but not limited to, electrical surges, water damage and heat exposure) or lack of responsible care, (f) if the product has had the model or serial number altered, defaced or removed, (g) to products that have been purchased "as is" and FootfallCam, the seller or the liquidator expressly disclaim their warranty obligation pertaining to the product, (h) to any non-FootfallCam or any software (irrespective of whether it has been packaged and/or sold with an FootfallCam) and/or FootfallCam purchased from an unauthorized distributor/reseller, (i) to damage that occurs in shipment or from improper storage or transportation, (j) to damages by any other cause not related to defective design, workmanship and/or materials. (k) if the Hardware or Software is operated with, or the error or defect is due to, any accessory, equipment, software or part not approved or sold by FootfallCam

NOTE:

- If FootfallCam is to be used outdoors or in dusty, humid, or other hostile environments, it must be suitably protected. Further, FootfallCam specifically must be protected, whether in use or not, from exposure to direct sunlight or halogen light which may damage the camera image sensor. This applies to both indoor and outdoor use of the cameras.

Disclaimer of Warranty

Failure to comply with any of the aforementioned requirements will invalidate this Limited Hardware Warranty.

THE WARRANTY AND REMEDIES PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE. UNLESS PROVIDED HEREIN, ANY STATEMENTS OR REPRESENTATIONS MADE BY ANY OTHER PERSON OR FIRM ARE VOID. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY AND TO THE EXTENT PERMITTED BY LAW, NEITHER FOOTFALLCAM NOR ANY AFFILIATES SHALL BE LIABLE FOR ANY LOSS, (INCLUDING LOSS OF DATA AND INFORMATION), INCONVENIENCE, OR DAMAGE, INCLUDING, BUT NOT LIMITED TO, DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE FOOTFALLCAM PRODUCT, WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. NOTWITHSTANDING THE FOREGOING, FOOTFALLCAM' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

Applicable Law

a. United Kingdom. If you acquired the software in the United Kingdom, common-law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

b. Outside the United States. If you acquired the hardware and software in any other country, the laws of that country apply.

LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

*This Limited Hardware Warranty may be subject to FootfallCam' change at any time without prior notice.

NO OTHER WARRANTIES

The limited warranty is the only direct warranty from FootfallCam. FootfallCam gives no other express warranties, guarantees or conditions. Where allowed by your local laws, FootfallCam excludes implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.