

DELIVERABLE SCHEDULE – OCCUFI

1. DEFINITIONS AND INTERPRETATION

1.1 In this Deliverable Schedule the following definitions apply:

"Associated Wireless Device"	means a Client Device successfully connected to a wireless network on the Estate;
"Business Hour"	means an hour between 9am and 5pm on a Business Days;
"Client Device"	means an end user wireless / wired device observed located within the vicinity of the Customer's wireless network;
"Commencement Date"	means the date on which the Customer accepts the Quotation or such other date agreed between the parties in writing as the commencement date for the Occufi service;
"Device Demotion"	means the demotion of a Client Device from Static Device status;
"Device Promotion"	means the promotion of a Client Device to Static Device status;
"Estate"	means the entirety of the Customer's site(s), which may cover one or more geographic locations;
"General Terms"	means Switchshop's general terms of sale and supply as published on the website (www.switchshop.co.uk/terms) from time to time and available on request;
"Initial Term"	means the initial term of the Contract for the Occufi service as set out in the relevant Quotation starting on the Commencement Date.
"Occufi"	means the occupancy service to be provided by Switchshop in accordance with the terms of this Deliverable Schedule;
"Onboarding"	means the enabling of access to Switchshop's Occufi service, described in paragraph 4 and Annex 1;
"Renewal Period"	has the meaning given in paragraph 3.2;
"RSSI Data"	means data collected from the Estate relating to the wireless signal strength of Client Devices;
"Static Device"	means a Client Device that the Occufi service has determined 'static' – i.e. a fixed asset that leverages internet connectivity, such as a printer or smart screen;

"Term"	means the Initial Term and any Renewal Periods;
"Training"	means the collection and training of data occurring for a 2-3 week period (or such longer period as is notified by Switchshop from time to time) following the Onboarding processes described in paragraph 4.2.2;
"Unassociated Wireless Device"	means a Client Device seen by a Wireless Access Point but not connected to the Customer's wireless network on the Estate;
"Wireless Access Point"	means networking hardware on the Estate, provisioning wireless access to the Customer's network;
"Wireless Controller"	means a physical or virtual appliance running on the Customer's network, which provides a Wireless Access Point instructions on how to behave;
"Zone"	means a flexibly defined area of the Estate, generally comprising one or more Wireless Access Points.

1.2 Any capitalised words not defined above shall have the meaning given to them in the General Terms. The rules of interpretation as set out in clause 1.2 of the General Terms shall also apply to this Deliverable Schedule.

2. APPLICATION OF THIS DELIVERABLE SCHEDULE

2.1 This Deliverable Schedule along with the Quotation and the General Terms together constitute the Contract between Switchshop and the Customer for the provision of the Occufi service. The Contract supersedes any previously issued terms and conditions of supply and purchase.

2.2 The Occufi service is a "Service" for the purposes of the General Terms.

3. TERM

3.1 Subject to the other provisions of the Contract, Switchshop shall provide and the Customer shall subscribe for the Occufi service for the Initial Term.

3.2 Following expiry of the Initial Term, the Contract shall continue thereafter for successive 12 month periods (each a "Renewal Period") unless terminated by either party on not less than 30 days' prior written notice to take effect on expiry of the Initial Term or a Renewal Period.

4. SERVICES

4.1 Occufi

4.1.1 Switchshop shall provide to the Customer the Occufi service, which shall be as described in this paragraph 4, Annex 1, and any associated documentation made available by Switchshop from time to time.

4.1.2 Switchshop shall use reasonable endeavours to make the Occufi service available to the Customer at all times but does not guarantee availability at any time, and the Occufi service

may be unavailable at any time for scheduled or emergency maintenance, or for reasons outside Switchshop's control.

4.2 Onboarding

- 4.2.1 The Occufi service onboarding process is managed through Switchshop's Customer Portal. A visual representation of the onboarding process is set out in Annex 1.
- 4.2.2 On Switchshop's request following the Commencement Date, the Customer shall through the Customer Portal complete the Occufi service onboarding wizard, including to:
- (a) select the correct network configuration;
 - (b) configure its network to begin sending data to Switchshop's secure data collection servers; and
 - (c) validate with Switchshop that Switchshop has received data;
 - (d) configure its Wireless Access Points and Zones.

4.3 Dashboards

- 4.3.1 Once Switchshop has received data for at least 50% of the Customer's registered Wireless Access Points, Switchshop shall provide the Customer with 'training' dashboard access, which will provide the Customer with the functionality described in Annex 1.
- 4.3.2 Once Switchshop has received sufficient data during the Training phase Switchshop shall notify the Customer that the Customer has 'full' dashboard access, and provide the Customer with 'full' dashboard access, which will provide the Customer with the functionality described in Annex 1.

4.4 Authorised Users

- 4.4.1 Unless otherwise agreed in writing, the Customer acknowledges and agrees that Switchshop:
- (a) shall treat any person who:
 - (i) purports to be an employee of the Customer or who has an email address using the Customer's domain, and/or
 - (ii) successfully logs in to the Occufi service using valid user log-in details and having passed any multi-factor authentication checks,as a representative of the Customer authorised by the Customer to access the Occufi service on the Customer's behalf, in each case (an "**Authorised User**");
 - (b) may (but shall not be obliged to) request that any person accessing the Occufi service verify their identity through such additional means as it considers appropriate in the circumstances.
- 4.4.2 Switchshop shall be entitled to:
- (a) act upon the instructions of any Authorised User; and/or
 - (b) provide any information about the Customer, the Customer's network or other

information available through the Occufi service (or any other Confidential Information) to any Authorised User (or to any third party on the explicit written instruction of the Customer), unless that information is of a type where access is ordinarily restricted to a particular category of Authority User (such as an Admin).

4.4.3 The Customer shall:

- (a) notify Switchshop promptly if user log-in details and/or any devices or credentials used for multi-factor authentication:
 - (i) become known or accessible to an unauthorised person, or
 - (ii) are no longer to be used by the person to whom they were allocated.
- (b) on becoming aware of any unauthorised use of or access to the Portal take reasonable steps to ensure that such use or activity ceases and to prevent a recurrence of it.

5. PRICING AND PAYMENT

- 5.1 The Price for the Occufi service shall be as set out in the Quotation and shall, subject to paragraphs [x], be fixed for the Initial Term.
- 5.2 Following expiry of the Initial Term, Switchshop may revise the Price for any Renewal Period.
- 5.3 Switchshop shall invoice the Customer in advance throughout the Term in accordance with the billing periods set out in the quotation or otherwise as agreed in writing between the Customer and Switchshop. Where no billing period is specified, the Price for the whole Term shall be invoiced at the start of the Term and shall be payable by the Customer.

6. DATA ACCURACY

- 6.1 The Customer acknowledges and agrees that:
- 6.1.1 it is free to define Zones as it chooses;
 - 6.1.2 it is free to choose which Wireless Access Points and Client Devices to use with the Occufi service;
 - 6.1.3 it is responsible for configuring its network to begin sending wireless Client Device data to Switchshop's data collection servers;
 - 6.1.4 wireless networks and Client Device behaviour are inherently unpredictable; and, accordingly:
 - 6.1.5 data derived from the Occufi service is intended to be used for indicative purposes only and is not suitable for use as the basis for any commercial or health and safety decision without further investigation and verification.
- 6.2 Switchshop excludes to the fullest extent possible any warranty or representation that any data collected or displayed in dashboards is accurate, complete or up to date, suitable for any particular use, or otherwise fit for purpose,
- 6.3 Switchshop excludes to the fullest extent possible any liability arising out of or in connection with any claim, action or demand that any data collected or displayed in dashboards is inaccurate, incomplete, or out of date, or unsuitable for any particular use, or is otherwise unfit for purpose.

- 6.4 The Occufi service is not a “people counting” service. Occufi works by counting devices that communicate with wireless access points. Switchshop may provide indicative “head count” data based on average “person to device” ratio data but does not warrant the accuracy of any such ratios or, consequently, any “head count” figures provided as part of the Occufi service in any specific Customer environment.

7. CUSTOMER RESPONSIBILITIES

- 7.1 The Customer acknowledges and agrees that Switchshop is dependent on the Customer for the provision of the Occufi service. The Customer shall ensure that it:
- 7.1.1 cooperates with Switchshop, as reasonably requested by Switchshop from time to time in connection with the delivery of the Occufi service;
 - 7.1.2 provides to Switchshop appropriate levels of access and privileges to its systems and staff to allow Switchshop to deliver the Occufi service and carry out its obligations under the Contract;
 - 7.1.3 allows Switchshop to install any hardware or software that it requires to allow it to provide the Occufi service;
 - 7.1.4 has in place any required consents or other authorisations to share any relevant data with Switchshop; and
 - 7.1.5 at all times treats, and shall ensure that its employees, representatives and sub-contractors treat, Switchshop employees and representatives with respect and shall not engage in rude, intimidating or inappropriate behaviour towards Switchshop employees or representatives.
- 7.2 Switchshop shall not be responsible for service delivery issues or for Switchshop’s failure to carry out any of its obligations under the Contract that arise from the Customer’s failure to comply with the provisions of the Contract (including this paragraph 7).

8. SWITCHSHOP HARDWARE AND SOFTWARE

- 8.1 The Customer shall take proper care of any Switchshop Hardware, and operate it in a proper manner in accordance with the Contract. The Customer shall return Switchshop Hardware to Switchshop on expiry of the Term in the condition in which it was provided to the Customer (fair wear and tear excepted). The Customer shall reimburse to Switchshop promptly any amounts incurred by Switchshop in replacing or restoring to such condition any Switchshop Hardware (or part thereof) which is not returned to Switchshop in accordance with the requirements of the Contract.
- 8.2 The Customer shall only use any Switchshop Software in accordance with the terms of the Contract and any licence terms notified to it from time to time.
- 8.3 The Customer shall indemnify Switchshop from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of any action, demand or claim arising out of the Customer’s breach of paragraphs 8.1 or 8.2.
- 8.4 The Customer shall indemnify Switchshop from and against any losses, damages, liability, costs and expenses (including reasonable professional fees) incurred by it as a result of the Customer’s access to and/or use of the Occufi service in such a way as to adversely affect or corrupt the Occufi service or any hardware or software which may be used by Switchshop in the making available of the Occufi service or any information available through the Occufi service, and/or any action, demand or claim arising out of the same.

9. EXCLUSIONS AND LIMITATIONS

- 9.1 The Occufi service shall be provided as described at paragraph 4.1 and Annex 1 only.
- 9.2 The Customer remains solely responsible for the security and backup of its data and systems, and Switchshop shall have no liability to the Customer in respect of the same.
- 9.3 The Customer acknowledges that the Occufi service is provided to the Customer by Switchshop on a subscription basis. No hardware, software or licences used by Switchshop in the provision of the Services shall be transferred to the ownership of the Customer by virtue of the provision of the Occufi service.
- 9.4 Switchshop does not warrant, represent, guarantee or otherwise commit to the Customer that any information made available through the Occufi service will be complete, accurate, or up-to-date, and Switchshop shall have no liability to the Customer for the consequences of the Customer relying on any such information. The Customer acknowledges that any such information is partial ‘snapshot’ data only and must not be used by the Customer for any purpose without first conducting its own further due diligence and validation.
- 9.5 Switchshop shall not have any obligation or liability in respect of any failure of the Customer to use or to provide to its users correct log-in details to use to access the Occufi service, to follow correctly any instructions for the creation of additional Occufi service user accounts, to follow correctly any instructions for set-up and/or use of multi-factor authentication (if applicable), and to comply with any other access requirements set out in information provided to the Customer to support its Occufi service and use arrangements.
- 9.6 The Customer acknowledges that the Occufi service is effected through the internet, and that accordingly Switchshop shall not have any obligation or liability in respect of the temporary unavailability of the Occufi service for any reason associated with that arrangement. Further, the Customer must take its own precautions to ensure that the processes which it employs for using the Occufi service do not expose it to the risk of viruses, malicious computer code or other forms of interference which may damage its own computer system. Switchshop does not accept responsibility and shall not be liable for any interference or damage to the Customer’s systems which arises in connection with its use of the Occufi service.

10. DATA PROTECTION

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Law. This paragraph 10.1 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Laws or the General Terms.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the data controller and Switchshop is the data processor in relation to provision of the Occufi service.
- 10.3 Without prejudice to the generality of paragraph 10.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Switchshop for the provision of the Occufi service for the Term.
- 10.4 Without prejudice to the generality of paragraph 10.1, Switchshop shall, in relation to any Personal Data processed in connection with the performance by Switchshop of its obligations under the Contract:

- 10.4.1 process that Personal Data only on the written instructions of the Customer unless Switchshop is required by applicable laws to otherwise process that Personal Data;
- 10.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 10.4.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
- 10.4.4 not transfer any Personal Data outside of the UK or European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- Switchshop has provided appropriate safeguards in relation to the transfer;
 - the data subject has enforceable rights and effective legal remedies;
 - Switchshop complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and
 - Switchshop complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 10.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 10.4.6 notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 10.4.7 at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by Applicable Law to store the Personal Data; and
- 10.4.8 maintain complete and accurate records and information to demonstrate its compliance with this paragraph 10.4.8 and allow for audits by the Customer or the Customer's designated auditor.
- 10.5 The Customer consents to Switchshop appointing a third-party processor of Personal Data under this agreement. Where Switchshop appoints a third-party processor it confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in paragraph 10.4. As between the Customer and Switchshop, Switchshop shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 10.5.
- 10.6 The Customer acknowledges that certain Personal Data may be transferred to certain third-party suppliers of Switchshop in the United States of America (in particular, but without limitation, software-as-a service and storage-as-a-service providers) provided that Switchshop ensures that the conditions set out in paragraph 10.4.4 have been observed.
- 10.7 Notices setting out the way in which Switchshop processes personal data (and other information security arrangements) are available at <https://www.switchshop.co.uk/policies/>. This includes information on how Switchshop uses cookies and how it conducts marketing, and the arrangements for collecting the Customer's consent, where necessary. The Customer acknowledges and agrees to the processing of Personal Data including through the setting of cookies on user devices in accordance with this notice.
- 10.8 The Customer shall indemnify Switchshop against any loss damage, claims or expenses whether direct, indirect or consequential (including loss of profits and loss of goodwill) or otherwise suffered or incurred by the Switchshop as a result of a failure by the Customer to comply with any Data Protection Laws in relation to the provision by Switchshop of the Occufi service.
- 10.9 The Customer acknowledges and agrees that Switchshop may obtain and retain configurations, credentials and other information relating to the Supported Hardware and the Customer's systems for the purpose of providing the Occufi service. Switchshop shall keep such information confidential and shall treat such information with such care as it treats its own confidential information. The Customer may request that any such information is deleted at any time, otherwise such information will be treated in accordance with Switchshop's Data Retention policy.
- 11. UPDATES**
- Switchshop may update this Deliverable Schedule from time to time on providing reasonable notice to the Customer. The Customer's continued use of the Occufi service following receipt of such notice shall constitute deemed acceptance of this Deliverable Schedule as updated.

ANNEX 1

OCCUFI SERVICE DESCRIPTION

1. Overview

- 1.1. The Occufi service allows the Customer to better understand Occufi across their estate by 'zoning' their estate. Use of the Occufi services requires the Customer to first go through an Onboarding process via the Switchshop Customer Portal. After the Onboarding process the Customer is provisioned with dashboarding capabilities. For the first 2-3 weeks post training, the Customer is provided with a cut down 'training' dashboard. After Switchshop have collected and processed enough Customer data, they are provisioned with access to more detailed 'post-training' dashboarding.
- 1.2. The Occufi service leverages Aruba wireless technology (Wireless Access Points and Wireless Controllers). Once configured appropriately, they send to Switchshop data pertaining to all wireless Client Devices connected to the Customer's network (such as a phone, laptop or printer), including signal strength for that Client Device, as well as facts about the Client Device (its MAC address, IP address, etc).
- 1.3. Switchshop collect all of this data, and then apply a collection of cleaning, transformation and analytical algorithms to learn more about the Customer's estate, providing the Customer with access to data and reporting relating to Occufi (utilisation) of their estate. This data reporting may include be top level occupancy metrics (e.g. how busy an area is or how long people are dwelling in a Zone), wireless performance metrics (e.g. how strong Client Device signal is on average in a Zone), pathing data (understanding the flows of data between different Zones), and other data determined by Switchshop from time to time.

2. 'Training' Dashboard functionality

- 2.1. Details on how many Wireless Access Points have been registered for the Occupancy service, and how many of these are sending data to Switchshop's data collection servers.
- 2.2. A top level overview of the Estate, providing live counts of Client Devices on network.
- 2.3. An understanding of the 'performance' of:
 - 2.3.1. Wireless Access Points grouped up at a Zone level;
 - 2.3.2. individual specific Wireless Access Points
 - 2.3.3. where performance reflects the Customer's Client Device(s) signal strengths.

3. 'Full' Dashboard functionality

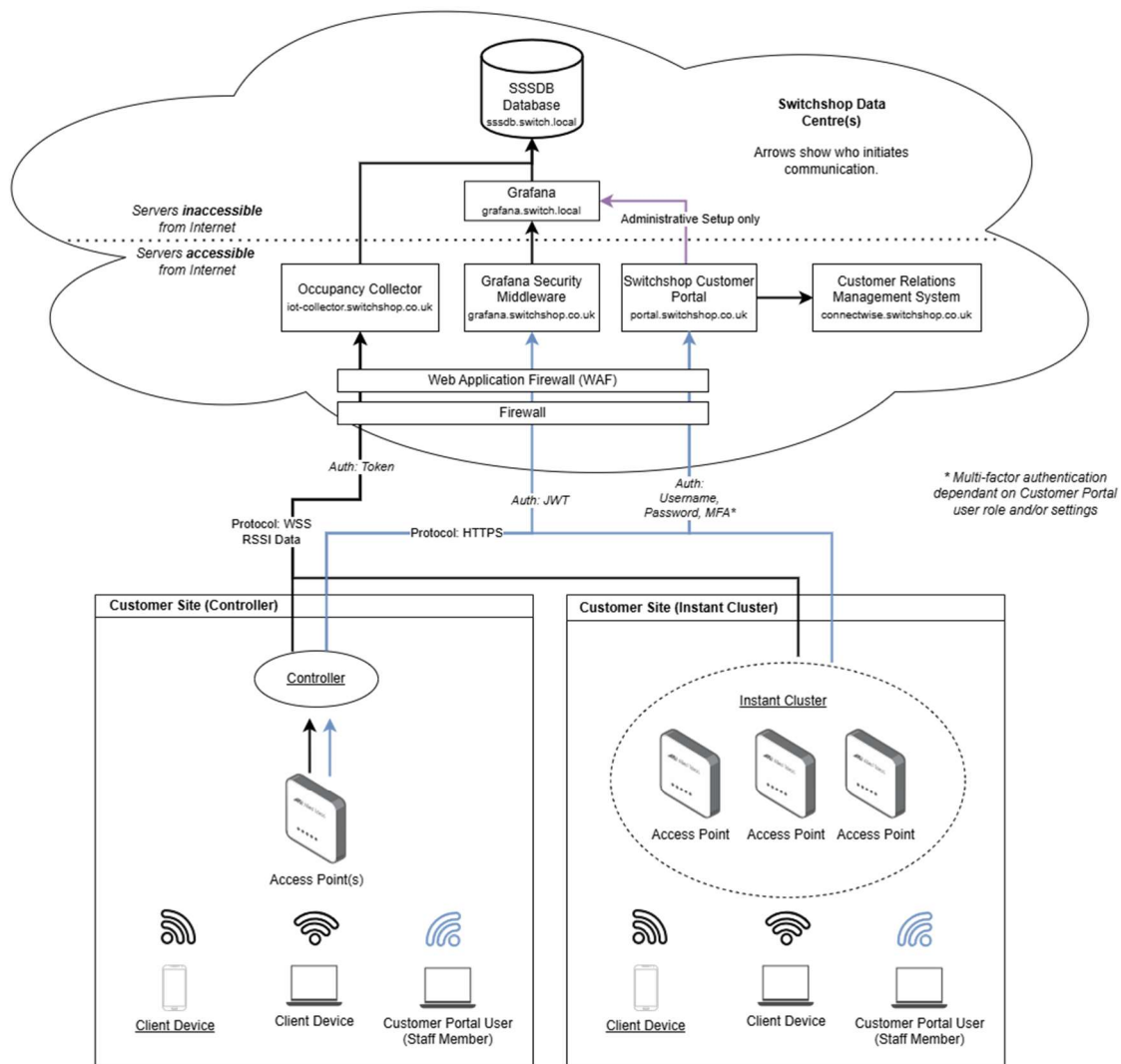
- 3.1. Overview of the Estate occupancy including through:
- 3.2.
 - 3.2.1. live Estate overview - provides top level analytics on the volume of data Switchshop are receiving from the Estate, alongside raw Client Device counts, and an overview of wireless performance per Zone;
 - 3.2.2. Zone details - provides an understanding of how busy Zones are right now contrasted with historical trends, and information on dwell time per Zone, and more detail on wireless performance per Zone;
 - 3.2.3. movement flows (pathing) - provides a stronger understanding of the traffic between Zones, allowing the Customer to understand how many go between different identified Zones, where people go from one Zone and how they move to another Zone.
- 3.3. Dashboards will allow the Customer to look at data both inclusive and exclusive of Static Devices.
- 3.4. Dashboards will allow the Customer to look at reporting consisting of both Associated Devices and Unassociated Devices
- 3.5. Depending on the dashboard, the Customer will be able to include or exclude Static Devices, as well as toggle to include/exclude Associated Devices or Unassociated Devices (or both).

4. Achievement of functionality

- 4.1. The dashboard functionality described is achieved by leveraging existing wireless infrastructure, configuring Aruba Wireless Controllers to send "wireless client data" back to Switchshop's secure data centres. This wireless client data includes a MAC address of the end client, which is anonymised upon collection. The Switchshop Occufi service then creates aggregated data sets on top of the raw wireless client data, which are used to provision dashboards.

5. Detailed Architecture Overview

5.1. Below is a diagram reflecting the current architecture and general flows of data across in a typical configuration. In this instance, the network configuration consists of two networks – one containing a physical on-premise AOS8 controller, and another containing an instant cluster of Aruba access points. Typically Switchshop would expect customers to fall into a single network configuration.



6. Detailed Data Flow Information

This section describes the flow of data associated with the Occufi service.

- 6.1. Client Devices either connect to Customer Wireless Access Points (Associated Devices), or are located within wireless communication reach but are not connected to a network (Unassociated Devices).
- 6.2. Wireless Access Point is told, via the Wireless Controller, to batch send wireless client data back to Switchshop's Occufi Collector application, running in the Switchshop data centre. This data includes a security token which allows Switchshop to identify where the information has come from.
- 6.3. Occufi Collector receives data from Customer's network, and immediately hashes the MAC address with a salt. It also validates the source of the data (i.e. which Customer it is), before inserting the raw RSSI Data into a database running on a different database server (SSSDB).
- 6.4. An application running on Occufi Collector, runs on an hourly basis, and cleanses/transforms the raw RSSI Data, inserting them into a collection of aggregated reporting tables on the database server (SSSDB). The processing is conducted on Occufi Collector, and the input/output is located on the database server.
- 6.5. A Switchshop Customer Portal user logs into the Customer Portal, and clicks to access a Switchshop Occufi dashboard. A security-focused middleware application provides secure, appropriate access to dashboarding, connecting the client browser to the appropriate authenticated Grafana dashboard.
- 6.6. The Grafana security middleware platform performs the following functions:

- 6.6.1. validates that the requesting client (i.e. Customer Portal user) has the appropriate permissions to view data on behalf of the logged in company, limiting access to other customer's Occufi data
- 6.6.2. makes modifications to the styling and availability of Grafana dashboard functionality – such as removing access to Grafana menus options and ensuring the visual style adopted is relevant
- 6.7. Switchshop will agree specific data retention policies relating to data collected for the Switchshop Occufi service, but unless otherwise agreed will not retain data for more than 12 months after the expiry or termination of this Contract.
- 6.8. Switchshop will only store the Customer's raw RSSI Data for as long as required to build aggregate tables – which is likely to be a maximum of 3 months.
- 6.9. The summarised aggregate tables used to power Grafana reporting, must however be retained for as long a window as required for reporting purposes. Switchshop has a default retention policy of 3 years for this data, which may be varied on agreement with the Customer