DatixCloudIQ ANNEX

This Annex forms part of the Agreement if the Customer uses or will use DatixCloudIQ, as specified in the Quote.

1   INTERPRETATION AND DEFINITIONS

1.1   In this Annex "Datix Anywhere" means the mobile application software called 'Datix Anywhere' (including any upgrades from time to time) made available by RLDatix.

1.2   References in this Annex to Clauses are to Clauses of this Annex unless otherwise specified.

2   DATIX ANYWHERE

2.1   Datix Anywhere can be used to record information on a mobile device but the Customer must have a high speed internet connection or mobile network connection in order for that information to be transmitted and processed as part of the Services. The full benefit of this aspect of the Services depends on the quality and speed of the Customer's mobile and internet connections. RLDatix shall not have any responsibility for any interruption or slowdown of access to the Services which is attributable to any of the factors referred to in this Clause.

2.2   Upon termination of the Agreement the Customer will delete or remove RLDatix Anywhere from all Customer and End User's devices and confirm to RLDatix that the Customer has done this

2.3   RLDatix Anywhere may be automatically updated from time to time on the End User's mobile device. Alternatively RLDatix may ask the Customer and/or End User to agree to any updates to RLDatix Anywhere. If the Customer and/or End User chooses not to install such updates or opts out of automatic updates the Customer and/or End User may not be able to continue using RLDatix Anywhere. RLDatix take no responsibility for any interruption in the Customer's and/or End Users' use of RLDatix Anywhere caused by failure to update RLDatix Anywhere.

3   SPECIFIC SERVICE TERMS

3.1   The Services make use of Microsoft Software and Microsoft requires that the Customer agrees (and the Customer does agree) that:

      3.1.1   the Microsoft Software is neither sold nor distributed to the Customer and the Customer may use it solely in conjunction with the Services;

      3.1.2   the Customer may not transfer or use the Microsoft Software outside the Services;

      3.1.3   the Customer may not remove, modify or obscure any copyright, trademark or other proprietary rights notices that are contained in or on the Microsoft Software;

      3.1.4   the Customer may not reverse engineer, decompile or disassemble the Microsoft Software, except to the extent expressly permitted by applicable Law;

      3.1.5   Microsoft disclaims, to the extent permitted by applicable law, all warranties by Microsoft and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from the Services;

3.1.6　Microsoft is not responsible for providing any support in connection with the Services. Do not contact Microsoft for support;

3.1.7　the Customer is not granted any right to use the Microsoft Software in any application controlling aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, weaponry systems, or any similar scenario (collectively, "**High Risk Use**"). Microsoft and its suppliers disclaim any express or implied warranty of fitness for High Risk Use. High Risk Use does not include utilization of the Microsoft Software for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or severe physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function; and

3.1.8　Microsoft is an intended Third Party beneficiary of this Clause 3.1, with the right to enforce its provisions.

3.2　As part of using the Services, the Customer agrees that the Contractor's resources may be terminated or replaced due to failure, retirement or other requirement(s). RLDatix has no liability whatsoever for any damages, liabilities, losses (including any corruption, deletion, or destruction or loss of data, applications or profits), or any other consequences resulting from the foregoing.

3.3　The Customer may only use the Contractor's resources to store, query, retrieve and serve data and other content owned, licensed or lawfully obtained by the Customer. The Customer acknowledges that neither RLDatix nor RLDatix's licensors are responsible in any manner, and the Customer is solely responsible, for the proper configuration of database security groups and other security settings associated with the Contractor.

3.4　RLDatix may terminate the Customer's use of the Contractor's resources if the Customer attempts to access or tamper with any software pre-loaded on the database instance, including the operating system software running on the database instance.

3.5　All Domain Name System ("**DNS**") records (other than Private DNS records) used in connection with the Services will be publicly available and RLDatix will have no liability for disclosure of those DNS records.

3.6　The Customer's use of email must comply with the Acceptable Use Policy and the Service Terms.