

My Software Group Ltd.



MY SOFTWARE GROUP

My Dispatch – Product Schedule

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PRODUCT SCHEDULE – My Dispatch
(Software as a Service Specific Terms)

This Product Schedule forms part of and is incorporated into the Master Software as a Service (SaaS) Agreement between **My Software Group Ltd** (the **Provider**) and the Customer.

It applies only to the My Dispatch Software and Services described below.

If there is any conflict between this Product Schedule and the Master Software as a Service (SaaS) Agreement, the Master Software as a Service (SaaS) Agreement prevails.

1. Product Overview

- a. Product Name:** My Dispatch

- b. Description:** An operational dispatch, coordination and workforce management system comprising a mobile application for field crews, a web-based or downloadable dispatch console for controllers, and an administrative dashboard (“My Operations”) for user, device and event management.

- c. Environment:**
 - i.** Mobile applications (iOS and Android)
 - ii.** Web-based dispatch console (browser or installable web app)
 - iii.** Web-based My Operations dashboard (browser or installable web app)

- d. Service Type:** Software as a Service (SaaS) with support.

- e.** Access to the Software requires an active subscription. Downloading the mobile application alone does not grant usage rights.

2. Subscription Scope

- a.** The subscription includes:
 - i.** My Dispatch mobile application access
 - ii.** Dispatch console access
 - iii.** My Operations admin dashboard
 - iv.** Event and workflow management tools
 - v.** Cloud data hosting and management
 - vi.** Reporting and operational oversight tools
 - vii.** Email/helpdesk support

3. Authorised Users

a. Included Users

- i.** The base subscription includes five (5) app users.

b. Additional Users

- i.** Additional users are charged at £0.40 per user per month.

- c.** User increases, decreases, cancellations or other billing changes must be requested directly through the Provider.
- d.** Users added during a billing period are charged on a pro-rata basis from the date of activation to the end of that billing period.
- e.** Users removed or reduced remain chargeable until the end of the current billing period. No refunds, credits or pro-rata adjustments are provided for decreases or unused periods.
- f.** The Customer is responsible for managing user access and credentials.

4. Fees and Billing

- a. **Base Fee:** £30 per month
- b. **Billing Period:** Monthly
- c. **Billing Method:** Charged in advance
- d. **Renewal:** Automatic monthly renewal
- e. All Fees are non-refundable. Cancellation prevents renewal only and takes effect at the end of the current billing period.

5. Non Return, Non-Payment and Recovery

- a. All loan devices remain the property of the Provider at all times.
- b. If the Customer:
 - i. Fails to return devices when required;
 - ii. Fails to pay Fees when due; or
 - iii. Ceases communication or becomes uncontactable,
- c. The Provider may, without liability:
 - i. Suspend or terminate the Services;
 - ii. Remotely lock, disable or wipe any managed device;
 - iii. Disable associated SIM or connectivity services;
 - iv. Charge the applicable replacement fees set out in this Schedule;
 - v. Invoice such amounts immediately; and
 - vi. Recover all reasonable costs incurred in recovering devices or unpaid sums, including administrative, collection and legal costs.
- d. Replacement and recovery charges constitute a debt due and payable.

6. Device Model and Support

- a. Due to operational and time-sensitive nature of the Services;
 - i. Devices supplied or configured and actively managed by the Provider through mobile device management (MDM) are Supported Devices and are fully supported.
 - ii. Third-party or Customer-owned devices may technically operate the Software but are not supported and are used entirely at the Customer's risk.
- b. The Provider does not guarantee compatibility, performance, reliability or availability on non-Supported Devices.

7. Managed Device Configuration (Dispatch Devices)

- a. All supported devices may:
 - i. Automatically launch My Dispatch on startup
 - ii. Operate in kiosk or restricted mode
 - iii. Be limited to My Dispatch and Provider-approved operational apps only
 - iv. Prevent installation of other software
 - v. Be designated solely for use with My Dispatch
- b. Devices configured for My Dispatch may not be repurposed for other Provider products (including My ePCR) or general personal use.
- c. The Provider may remove support from non-compliant devices.

8. Hardware Options

- a. **Software Only (Unsupported Devices):** Customers may use their own devices. No hardware support or performance guarantees apply.
- b. **Outright Purchase:** Devices may be purchased outright. Ownership transfers to the Customer. Supported status applies only while enrolled in the Provider's MDM.

- c. **Loan Devices:** Devices may be supplied on a rental/loan basis and remain the Provider's property. Loan devices include handset, protective case, MDM, 5GB multi-network SIM and standard support.

9. Device Replacement and Substitution

- a. The Provider may supply new, refurbished, or equivalent devices as replacements, refreshes, or upgrades at its discretion. Replacement devices may differ in model, appearance, or specification provided that materially similar functionality is maintained.

10. Title and Ownership

- a. All loan or rental devices remain the sole and exclusive property of the Provider at all times. No right, title, or interest in any device transfers to the Customer other than a limited right to use the device during the applicable term.
- b. Device charges constitute rental or service fees only and do not represent instalment payments, hire purchase, or any transfer of ownership.

11. Loan Device Pricing Options

- a. 4 Month Contract
 - i. £0 deposit - £50 per month
 - ii. £60 deposit - £35 per month
- b. 6 Month Contract
 - i. £0 deposit - £40 per month
 - ii. £60 deposit – £24 per month
- c. 9 Month Contract
 - i. £0 deposit - £34 per month
 - ii. £60 deposit - £17 per month

- d. 12 Month Contract
 - i. £0 deposit - £30 per month
 - ii. £60 deposit - £15 per month
- e. Following completion of the selected minimum term, devices may continue at £15 per device per month.
- f. Deposits are refundable upon return of devices in good working condition (fair wear and tear excepted). The Provider may deduct unpaid charges or repair or replacement costs.
- g. The Provider may update, change, or substitute device models, specifications, accessories, or suppliers from time to time provided that materially similar functionality and performance are maintained.

12. Optional Damage Waiver

- a. £5 per device, per month.
- b. Includes accidental damage, minor repairs and normal breakage.
- c. Excludes loss or theft, non-return, deliberate or negligent damage, misuse.
- d. Where excluded events occur, standard replacement charges apply. For major damage, a reduced excess of £35 per device applies.

13. Fair Wear and Tear

- a. For the purposes of this Schedule, fair wear and tear means minor cosmetic deterioration consistent with normal careful use and does not include cracks, dents, liquid damage, missing components, excessive wear, or any damage affecting functionality, performance, or resale value.

14. Loss, Damage and Replacement Charges

a. Without Waiver:

- i. Loss, theft, or non-return – £180 per device
- ii. Major damage – up to £180
- iii. Minor repairs – £30–£80
- iv. Late return – £2 per device per day
- v. Cleaning/reconfiguration – £15
- vi. Excess SIM usage – cost plus 20%

b. With Waiver:

- i. Loss or theft – £180
- ii. Major damage – £35 excess
- iii. Minor accidental damage – included
- iv. Late return – chargeable
- v. Excess usage – chargeable

c. Risk of loss, theft, damage, or destruction of any loan device passes to the Customer upon delivery and remains with the Customer until the device is returned to and received by the Provider.

d. Returned devices will be inspected within a reasonable period following receipt. The Provider's assessment of device condition, damage, or missing items following inspection shall be final unless the Customer raises a written dispute within seven (7) days of notification. After this period, the charges shall be deemed accepted.

15. Customer Responsibilities for Loan Devices

a. The Customer is responsible for the care, custody and control of loan devices.

b. The Customer must keep devices secure, prevent unauthorised use, return devices within 14 days of termination and cover return postage costs.

c. The Provider will cover initial shipment

16. Protective Case Requirement and Liability

- a. All devices supplied by the Provider are issued with a protective case or other approved physical protection. The protective case forms an integral part of the device's protection and risk management measures.
- b. The Customer must not remove, replace, modify, or fail to use the protective case while the device is in the Customer's possession or control.
- c. If a device is returned without its protective case, or where the protective case has been removed, substituted, or materially damaged, and the device is subsequently found to be damaged, impaired, non-functional, beyond economical repair, or not reasonably capable of refurbishment or resale, such damage shall be treated as avoidable misuse.
- d. In these circumstances, any damage waiver, limitation, or reduced liability provisions shall not apply and the Customer shall be fully liable for the Provider's reasonable replacement cost of the device together with any associated administrative, refurbishment, logistics, or handling costs.

17. Device Identification and Tampering

- a. All devices supplied by the Provider may contain asset labels, serial numbers, IMEI identifiers, SIM identifiers, security markings, or other identification or tracking features.
- b. The Customer must not remove, obscure, alter, deface, or tamper with any such identifiers or security features.
- c. If any identification label or tracking feature is removed, damaged, or rendered unreadable, or if a device cannot be reasonably identified or matched to the Customer's account upon return, the Provider may treat the device as unreturned or materially damaged and may apply the applicable replacement or recovery charges set out in this Schedule.

18. Minimum Term and Early Return

- a. If devices are returned or cancelled before completion of the selected minimum term, the Customer will only pay the remaining unrecovered device costs and outstanding usage charges.
- b. The early return charge will be the lesser of remaining rental charges or the Provider's reasonable estimate of the remaining unrecovered hardware and setup costs. This charge is intended to recover costs only and is not a penalty.

19. Device Refresh and Upgrade

- a. Devices are supplied on a rental or loan basis and remain the property of the Provider.
- b. Device refreshes, replacements or upgrades are not available during an active minimum term.
- c. If the Customer wishes to replace or upgrade a device before the end of the selected minimum term, the early return provisions set out in this Product Schedule will apply.
- d. Upon completion of any minimum term, the Customer may request a device refresh or replacement at no additional device charge, subject to:
 - i. Return of the existing device in good working condition (fair wear and tear excepted);
 - ii. Commencement of a new minimum term; and
 - iii. Device availability.
- e. The Provider may supply the same or an equivalent model at its discretion.
- f. The Provider may supply the same or equivalent model at its discretion.

20. Connectivity Services

- a. SIM services rely on third-party networks. Coverage, speed and availability are not guaranteed.

- b.** The Provider is not liable for outages or network failures. Excess usage may incur additional charges.

21. Operational Responsibility and Service Availability

- a.** The Services, devices, tracking functionality, and any associated connectivity or network services are provided on a best-efforts basis and are not guaranteed to be uninterrupted, real-time, secure, or error-free.

- b.** The Customer acknowledges that the Services must not be solely relied upon for safety-critical, emergency response, or time-sensitive operational decisions and remains responsible for maintaining appropriate backup procedures, communications methods, and operational contingencies.

22. Termination Effects

- a.** On termination or expiry:
 - i.** Access to the Services ceases
 - ii.** Loan devices must be returned
 - iii.** Deposits may be reconciled
 - iv.** Purchased devices remain the Customer's property
 - v.** MDM is removed from Customer-owned devices
 - vi.** SIM and optional services cease billing at the end of the relevant period

23. Order of Precedence

- a.** This Product Schedule is subject to the Master Software as a Service (SaaS) Agreement. In the event of conflict, the Master Software as a Service (SaaS) Agreement prevails.