

Master Agreement Form



Salesforce ID
Account Manager
Date
Account Number
Dealer Code

	OW

Wireless Logic Limited
Horizon
Hurley
Berkshire
SL6 6RJ

Tel: 0330 056 3300 Int: +44 (0)330 056 3300
Email: Orders@wirelesslogic.com
Fax: 0330 056 3301 Int: +44 (0)330 056 3301

Customer Details

Business Details

Invoice Details

Company / Individual Name	#	
Address	#	
Post Code		
Telephone	#	
Fax		
Email Address		
Co. reg. no.	#	
VAT reg. no.	#	
Contact Name		
Contact Position		

Company / Individual Name		
Invoice Address		
Post Code	#	
Telephone	#	
Fax		
Invoice Contact	#	
Invoice Email	#	
Required Currency		GBP

Please ensure all address fields are completed, in particular fields marked # to avoid any delay in processing your order.

SIMPro Requirements

Authorised SIMPro Administrator

Name	Title
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Telephone Number	E-Mail
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Customer Agreement

Authorised signature(s)	
<input style="width: 95%;" type="text"/>	(Complete if Business User)
Print Name	Position
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Date	Purchase Order ref
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

'By signing this agreement the customer confirms their acceptance of Wireless Logic Ltd terms and conditions in the form attached (as those terms and conditions may be varied from time to time in accordance with our terms)'

ONLY COMPLETE THIS MANDATE IF YOU ARE IN THE UNITED KINGDOM



Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in form and send to: Wireless Logic Ltd, Horizon, Hurley, Berkshire, SL6 6RJ

Name and full postal address of your bank or Building Society

To: The Manager		Bank/Building Society
Address		
	Post Code	

Name(s) of Account Holder(s)

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Branch Sort Code

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Bank/Building Society account number

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Originator's Identification Number

4	2	4	7	4	1
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Reference

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Instruction to your Bank or Building Society
 Please pay Wireless Logic Ltd Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with Wireless Logic Ltd and, if so, details will be passed electronically to my Bank/Building Society

Signature(s)

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Date

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Banks and Building Societies may not accept Direct Debit instructions for some types of account

Banks and Building Societies may not accept Direct Debit instructions for some types of account
This guarantee should be detached and retained by the Payer

The Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits

If there are any changes to the amount, date or frequency of your Direct Debit Wireless Logic Ltd will notify you 14 working days in advance of your account being debited or as otherwise agreed. If you request Wireless Logic Ltd to collect a payment,

If an error is made in the payment of your Direct Debit, by Wireless Logic Ltd or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society

- If you receive a refund you are not entitled to, you must pay it back when Wireless Logic Ltd ask you to

You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required.
Please also notify us.

ONLY COMPLETE THIS MANDATE IF YOU ARE IN THE REPUBLIC OF IRELAND
SEPA Direct Debit Mandate



Creditor Name

Wireless Logic Ltd
Horizon
Hurley
Berkshire
SL6 6RJ

By signing this mandate form, you authorise (A) Wireless Logic Limited to send instructions to your bank to debit your account and (B) your bank to debit your account in accordance with the instruction from Wireless Logic Limited.

As part of your rights, you are entitled to a refund from your bank under the terms and conditions of your agreement with your bank. A refund must be claimed within 8 weeks starting from the date on which your account was debited. Your rights are explained in a statement that you can obtain from your bank.

Creditor Identifier	IE16ZZZ360584
Unique Mandate Reference	

Your Name	
Your Address	
Your Address	
Your City	
Your Postcode	
Your Country	

Account Number (IBAN)	
Swift (BIC)	

Type of Payment Recurrent or One-off Payment (please tick one)

Signature	
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Date of Signature	
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Tariff Addendum Form

Customer Name

Account Number

SalesForce ID



Internal	Network Details				Base Pricing			Contract Details				Inclusive Usage			Additional Usage (In Profile)			Roaming Pricing		
Tariff Code	3G / 4G	APN Type	Network	Usage Profile	Initial SIM Cost	Line Rental	NetPro	Minimum Contract Term	Currency	Additional Req.	Billing Type/ Upfront	Data (MB)	SMS (Msgs)	Voice CSD (Mins)	Data / MB	SMS / Msg**	Voice CSD / Min*	Data / MB	SMS / Msg **	Voice CSD / Min*
	3G	Private only	Telenor - Denmark	Telenor - Denmark	0	10.00	0.00	12 Months	GB Pounds	Data Agg	Monthly	100	0	0	0.35	0.04	Uplift*	Uplift**	Uplift**	Uplift*

*Voice and CSD is charged at Prevailing Network Rates + 10%
 **Premium / International / Roaming SMS is charged at Prevailing Network Rates + 10%

Please note that all SIMS are subject to a minimum delivery charge of £6.00 (excl. VAT)
 Please note certain networks and / or non-standard SIMS will incur a one-off SIM fee per SIM, please contact your account manager for further details

Notes: The customer, by signing or electronically signing this agreement, confirms its/his/their acceptance of the Wireless Logic Ltd terms and conditions in the form attached (as those terms and conditions may be varied from time to time in accordance with our terms).

Telenor Denmark, KPN, O2 Global, Vodafone Global and Rogers SIM cards will become active 90 days after despatch if data, SMS or voice thresholds are not met. Unless stated otherwise.

Customer Sign Off

Name	
Position	
Signature	
Date	

Solution Addendum

Customer Name		 Wireless Logic	
Account Number			
Salesforce ID	0		

Name	Description	Data Enabled	Voice Enabled	SMS Enabled	International Roaming	CSD Enabled	CSD Number Required	Voice Mail Enabled	Fax Number Required	Customer Status on Activation	Network Status on Activation	
Fixed Private, no VPN	Fixed Private, no VPN	Yes	No	Yes	no	no	no	no	no	Active	Active	
Applied to Tariff												
IP Solution	APN Type:	Private only	Fixed Private, no VPN									
Applied to Tariff												
IP Solution	APN Type:											
Applied to Tariff												
IP Solution	APN Type:											
Applied to Tariff												
IP Solution	APN Type:											
Applied to Tariff												
IP Solution	APN Type:											
Applied to Tariff												
IP Solution	APN Type:											

TERMS AND CONDITIONS OF BUSINESS

1. Definitions and interpretation

1.1 In these Terms and Conditions the following words and phrases will have the meanings given below, unless the context in which they are used requires a different meaning:

"Aggregated Allowance" means the total data allowance for all SIM Cards on Aggregated Tariff calculated as follows:

total allowance = data allowance per SIM Card x number of SIM Cards on an Aggregated Tariff;

"Aggregated Tariff" means a tariff whereby a number of SIM Cards on the same network, tariff and data allowance are identified as 'aggregated' in a tariff addendum form;

"Agreement" means these Terms and Conditions together with the Master Agreement Form;

"Master Agreement Form" means the Master Agreement Form attached to these Terms and Conditions together with (if applicable) any relevant connection schedule, tariff addendum form and customer solutions Addendum pursuant to which Wireless Logic provides the Services to the Customer ;

"APN" is an abbreviation for 'Access Point Name' and means the point where a mobile device can enter an IP network;

"Applicable Law(s)" means any relevant local, national and international legislation, enactment, subordinate legislation, rule, regulation, order, directive or other provision, including those of the European Community, or any requirement of a regulatory authority (or persons authorised on their behalf) and any judicial or administrative interpretation or application thereof, which has, in each case, the force of law in the jurisdictions in which the Services are provided and/or utilised;

"business day" means a day (other than a Saturday, Sunday or a public holiday in England) on which clearing banks are open for business in the City of London;

"Cancellation Request Form" means a form provided to the Customer on request, the completion, signature and submission of which is required for the Customer to terminate this Agreement;

"Charges" means the amounts payable for the provision of the Services, calculated pursuant to the provisions of the Agreement and in accordance with the Tariff (including any over usage and Data Pool charges pursuant to clause 12.6 and 12.7);

"Code of Practice" means all guidelines governing use or provision of mobile telecommunications and data services that are issued by any generally recognised bodies or that are adopted by Wireless Logic and/or the relevant Network Provider(s) from time to time, and all instructions regulations or guidance issued by the Regulatory Authorities, whether or not mandatory;

"Combined Offering" means an offering by the Customer to an End User that includes both value added reseller services and SIM Card(s);

"Commencement Date" means the date of commencement of the provision of Services to the SIM Card(s) by Wireless Logic;

"Customer" means the person named as such and whose details are set out on Master Agreement Form;

"Data Pool" means one of the below pools as confirmed in the in the Tariff Addendum under 'Data Pool Types'. The Customer must have a minimum of 1 SIM connected to a Data Pool. The below Data Pools are available:

(a) Renewal

Customer purchases the Data Pools for the Minimum Data Pool Contract Term and a minimum of 1 (one) Data Pool a month.

If the Data Pool has not been fully used by the end of the month, it will automatically renew at the start of the next month. If the Data Pool has been fully used at some point mid-way through the month, it will automatically renew at that point and expire in 30 days from that point.

For example: The Data Pool has been fully used by 22nd of the month, it will renew on this date and expire on 22nd of the following month.

(b) Overage

Customer purchases the Data Pools for the Minimum Data Pool Contract Term and a minimum of 1 (one) Data Pool a month.

If the Data Pool is not fully used by the end of the month, it will automatically renew at the start of the next month. If the data pool has been fully used mid-way through the month the Customer will be charged at the agreed Additional Usage rate stated in the Tariff Addendum.

© Timed

Customer purchases the Data Pools for the Minimum Data Pool Contract Term.

The Data Pool will automatically renew after the specified period as stated in the section 'Timed' in the Tariff Addendum. If the data pool has been fully used within that period it will automatically renew at that point and expire after the 'Timed' period.

"Delivery Address" has the meaning given in clause 3.2;

"Documents" means all records, reports, documents, papers and other materials whatsoever which the Customer may provide to Wireless Logic pursuant to the Agreement;

"Downgrade" means a change in the Tariff to a tariff that has a lower price and/or data allowance;

"End User" means the person who is the end user of each SIM Card which can be either the Customer itself, or if the Customer is a Systems Integrator or other Third Party Supplier, the end user of the SIM Card in the product or service provided by that Systems Integrator of Third Party Supplier;

"Fault" means any malfunction or other fault which prevents a SIM Card from operating properly;

"Force Majeure Event" means an event beyond the control of a Party (or any person acting on its behalf), which by its nature could not have been foreseen by such Party (or such person), or, if it could have been foreseen, was unavoidable, and includes, without limitation, acts of God, storms, floods, riots, fires, epidemic, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources;

"Helpdesk" means the remote support services to be provided by Wireless Logic as set out in clause 14 which can be accessed by the Customer on the phone number and/or email address detailed in the Master Agreement Form;

"Intellectual Property Rights" means the following items (including any extensions or renewals thereof) and wherever in the world enforceable (i) rights in, and in relation to, any patents, registered designs, design rights, trade marks, trade and business names (including all goodwill associated with any trade marks or trade and business names), copyright, moral rights, databases, domain names and including the benefit of all registrations of, applications to register and the right to apply for registration of any of the foregoing items and all rights in the nature of any of the foregoing items, each for their full term (including any extensions or renewals thereof) and wherever in the world enforceable; (ii) rights in the nature of unfair competition rights and to sue for passing off; and (iii) trade secrets, confidentiality and other proprietary rights, including rights to know how and other technical information;

"Machine to Machine Services" any service which involves a communication of data through a closed and private network between a device and one preconfigured application;

"ManageNet Platform" means Wireless Logic's data monitoring solution which is integrated within the SIMpro management platform;

"Minimum Data Pool Contract Term" means the 'Length of Contract' detailed in the Master Agreement Form in relation to Data Pools which in no circumstances shall be less than a period of twenty four (24) months starting on the Commencement Date;

"Minimum SIM Contract Term" means the 'Length of Contract' detailed in the Master Agreement Form in relation to SIM Cards which in no circumstances shall be less than a period of twenty four (24) months starting on the Commencement Date;

"Network Provider" means the network telecommunications operator that provides connectivity and airtime services to the SIM Card(s) via its agreement with Wireless Logic;

"notice" means any notice, demand, consent or other communication given by one Party to the other Party in relation to this Agreement;

"Party" means each of Wireless Logic and the Customer and "Parties" shall be interpreted accordingly;

"Personal Data" means as defined in the Data Protection Act 1998;

"Private APN" means the private APN that gives a Customer direct access to their LAN and allows the Customer to specify certain parameters such as the private address space allocated to the devices & RADIUS server attributes for user authentication. The Customer, its customers and End Users are also able to access the Internet through the Public APN unless expressly agreed otherwise;

"Public APN" means a Network Provider's public APN. When the SIM card is enabled for data e.g. GPRS/3G etc the public APN is added by default. The Public APN is open for everyone to use and its use is subject to payment of the Charges;

"Regulatory Authorities" means the relevant regulatory bodies including those authorised to regulate electronic communications or telecommunications services, privacy, data protection, consumer protection or advertising in the relevant territory;

"RPI" means the Retail Prices Index (all items) published by the Office for National Statistics;

"Services" means the provision of mobile telecommunications connectivity airtime and data usage services to the SIM Card(s) in accordance with the terms of the Agreement together with the provision of such other value added services as may be agreed in writing between the Parties from time to time;

"SIM Card(s)" is the 'subscriber identity module'(s) supplied by Wireless Logic to the Customer pursuant to this Agreement that allows the Customer to access and use the Services (each SIM Card supplied by Wireless Logic remains Wireless Logic's property, or the property of the relevant Network Provider, and at no time shall title or property in a SIM Card transfer to the Customer);

"Systems" means the hardware, software and public telecommunications systems run by Wireless Logic, the relevant Network Provider(s) or another network operator in order to provide the Services;

"Systems Integrator or other Third Party Supplier" means any person who combines the Services with other services, equipment or software for onward supply to one or more Third Parties;

"Tariff" means the charging plan chosen by the Customer which is specified in the Master Agreement Form with any relevant addendums which determines the data usage rates that the Customer will pay for Services;

"Tariff Change" means a Downgrade or an Upgrade as agreed between the Parties in accordance with clause 7.2;

"Term" has the meaning set out in clause 6;

"Terms and Conditions" means these terms and conditions of business;

"Third Party" means any person who is not a Party;

"Trial Service" means the Services provided on a trial basis for the period of months indicated in the Minimum SIM Contract Term box and/ or Minimum Data Pool Contract Term box in the Master Agreement Form. E.g. 2 months where written as '2+24';

"Upgrade" means a change in a Tariff to a tariff with a higher cost and/or higher data allowance;

"VAT" or "Value Added Tax" means value added tax as provided in the Value Added Tax Act 1994 and any other tax of a similar nature; and

"Wireless Logic" means Wireless Logic Limited, a company registered in England and Wales with number 03880663 together with its successors in title and permitted assigns from time to time.

1.2 In the Agreement, unless the context otherwise requires:

(a) words in the singular include the plural and vice versa and words in one gender include any other gender;

(b) a reference to a statute or statutory provision includes:

(i) any subordinate legislation (as defined in Section 22(1), Interpretation Act 1978) made under it;

(ii) any repealed statute or statutory provision which it re-enacts (with or without modification); and

- (iii) any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it whether such statute or statutory provision comes into force before or after the date of the Agreement, except to the extent that it comes into force after the date of the Agreement and would impose any new or extended obligation, liability or restriction on or otherwise adversely affect the rights of any Party;
- (c) a reference to:
- (i) any Party includes its successors in title and permitted assigns;
- (ii) clauses is to clauses of these Terms and Conditions;
- (d) where the words "includes", "including" or "in particular" are used in these Terms and Conditions, they are deemed to have the words "without limitation" following them and where the context permits, the words "other" or "otherwise" are illustrative and shall not limit the sense of the words preceding them;
- (e) any obligation in the Agreement on a person not to do something includes an obligation not to agree, allow, permit or acquiesce in that thing being done; and
- (f) references to any English legal term for any action method of judicial proceedings, legal document, legal status, court official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include the nearest approximate in that jurisdiction to the English legal term.
- 2. The Services and acceptance of terms**
- 2.1 Wireless Logic shall use its reasonable endeavours to provide the Services, but Wireless Logic's ability to do so may be affected by a number of factors which are beyond its control, including:
- (a) the capability of the equipment with which the SIM Card(s) are used;
- (b) network over utilisation;
- (c) geographic or atmospheric conditions;
- (d) maintenance requirements; and
- (e) equipment failures.
- 2.2 Any coverage maps issued by Wireless Logic or the Network Providers are a reasonable estimate of the coverage available in an area at the time the map is printed, and are in no way any guarantee of network availability or coverage.
- 2.3 Wireless Logic may, at its sole discretion and at any time:
- (a) limit or cap the amount of Charges the Customer is able to incur during any given billing period; and/or
- (b) suspend the provision of Services to any SIM Card being used on any overseas networks.
- If the Customer wishes to vary any limit or cap pursuant to 2.3(a) or enable the use of the SIM Card on any overseas networks pursuant to 2.3(b) the Customer should contact Wireless Logic to discuss the matter further. Subsequent changes are at Wireless Logic's discretion.
- 2.4 The Customer acknowledges that Wireless Logic may undertake, and the Customer consents to Wireless Logic undertaking credit checks to determine the Customer's creditworthiness and that Wireless Logic may refuse to accept any Master Agreement Form from the Customer, or vary any existing Master Agreement Form terms and/or usage limits (including where appropriate) suspending the provision of Services to any one or more SIM Cards, where Wireless Logic in its discretion determines that the creditworthiness of the Customer warrants Wireless Logic taking such action.
- 2.5 Wireless Logic may at any time require the payment of a non-interest bearing deposit:
- (a) as a condition of delivering, or continued delivery of, the Services, to one or more SIM Cards, to the Customer;
- (b) to release any bar on a SIM card being used on overseas networks;
- (c) as a condition of increasing any maximum limit imposed by Wireless Logic on the amount of Charges the Customer may incur; or
- (d) as security for the payment of Charges due pursuant to the terms of the Agreement.
- The deposit will not normally exceed more than four (4) months Charges calculated by reference to the Customer's actual usage of the Services or, if Wireless Logic directs, such other sum as Wireless Logic in its sole discretion determines. Any deposit paid by the Customer will be repaid when the Agreement ends or earlier if Wireless Logic agrees to such repayment (but Wireless Logic reserves the right in its sole discretion in such circumstances to reinstate any bar or other limit in force in respect of the Customer).
- 2.6 By signing or electronically signing the Master Agreement Form, connection schedule, and/or tariff addendum form and using the Services the Customer accepts, and agrees to be bound by, the terms of the Agreement.
- 3. Delivery of the SIM Cards**
- 3.1 Any forecasted time or period for delivery of any SIM Cards given by Wireless Logic shall be given in good faith but shall be an estimate only and Wireless Logic shall not be liable for any delay in delivery or any consequential loss or other loss arising therefrom.
- 3.2 SIM Cards will be delivered to the Customer (either by post or by other carrier) to the shipment/delivery address stated in the Master Agreement Form unless expressly agreed otherwise in writing ("**Delivery Address**"). The risk of loss of or damage to the SIM Cards shall pass to the Customer at the time the SIM Cards are posted by or on behalf of Wireless Logic or its agent to the Customer.
- 3.3 The Charges payable under the Agreement relate to the provision of the Services and do not relate to the sale of the SIM Cards.
- 3.4 The Customer shall pay the cost of delivering the SIM Cards to the Delivery Address and costs of packaging the same. Such costs are set out in the sales order form and/or may be notified to the Customer from time to time by or on behalf of Wireless Logic.
- 3.5 If there is a failure to accept delivery of the SIM Cards at the Delivery Address by the Customer, Wireless Logic shall be entitled without prejudice to any other rights it may have to store the SIM Cards at the cost and risk of the Customer. Any costs arising in respect of such storage or re-supply of the SIM cards shall be paid in full by the Customer.
- 3.6 Wireless Logic shall take reasonable care to ensure that the SIM Cards are delivered to or collected by the postal authorities or other carriers in a condition suitable for delivery to the Delivery Address but subject thereto it accepts no liability for damage to or loss or shortage of any SIM Cards occurring during the course of delivery or for any loss or damage arising directly or indirectly therefrom.
- 3.7 Any claim in respect of any loss or theft of or damage to the SIM Cards in the course of their delivery shall be made by the Customer within seven days of the scheduled receipt of the SIM Cards at the Delivery Address. Any shortages of SIM Cards delivered to the Delivery Address must be notified to Wireless Logic in writing within two days of delivery to the Delivery Address.
- 3.8 Notwithstanding the delivery and the passing of risk in the SIM Cards, all SIM Cards supplied to the Customer, pursuant to the Agreement shall at all times remain the property of Wireless Logic or the relevant Network Provider that supplied such SIM Cards to Wireless Logic, and shall be returned to Wireless Logic upon termination of the Agreement at the Customer's cost and risk. Failure to return a SIM card shall incur a charge for each SIM Card not returned.
- 3.9 On the Order Form, or by such other method as Wireless Logic directs from time to time, the Customer shall indicate which of the following states the Customer requires the SIM Cards to be delivered in:
- (a) "Active" where the SIM Card(s) will be delivered active and the Charges shall be payable from the date the Customer is notified the SIM Card is active on the network;
- (b) "Inactive" where the SIM Card (s) is delivered inactive and the Charges shall be payable when the Customer requests activation, either via email to simmanagement@wirelesslogic.com or through the SIMPro platform. The Customer agrees to pay the Charges that apply to the Tariff selected on activation of the SIM Card.
- (c) "Active-Test" where the SIM Card (s) shall be delivered active and the Charges shall be payable from the date any one of the thresholds listed in the Tariff Addendum are met for the relevant SIM Card.
- (d) "Active-Ready" where the SIM Card(s) are delivered active and the Charges shall be payable from the date the relevant SIM Card(s) are used in any way.
- 3.10 Wireless Logic shall not deliver any SIM Card(s) without the Customer indicating which state the SIM Card(s) are required as set out in Clause 3.9 above.
- 4. APNs**
- 4.1 If the Customer requests the Private APN to be enabled, unless the Customer expressly states in writing by email to Wireless Logic that they do not want the Public APN enabled, as a default the Public APN will be enabled. The Customer acknowledges that the use of the Public APN by an End User may incur Charges. If the Customer requests the Public APN to be disabled during the Minimum SIM Contract Term, Wireless Logic shall use its reasonable endeavours to disable the Public APN:
- (a) for 1-5 SIM Cards, within:
- (i) twenty four (24) hours of receiving an email from the Customer between 9.00am to 16.00pm GMT/BST on a business day; and
- (ii) twenty four (24) hours of the start of business hours on the business day following the receipt of an email from the Customer where such email was received by Wireless Logic between 16.01pm and 8.59am GMT/BST.
- (b) for 6 – 50 SIM Cards, within ten (10) business days of receiving an email from the Customer; and
- (c) for over fifty-one (51) SIM Cards Wireless Logic shall provide the time period on receiving an email from the Customer.
- The Customer acknowledges that it will be responsible for all Charges incurred up to the disabling of the Public APN taking effect in accordance with the timeframe set out in this clause.
- 4.2 If the Customer requests that the Private APN is enabled it is the Customer's responsibility to ensure their device is configured correctly so it can use the Wireless Logic Private APN.
- 4.3 By returning the customer solutions addendum, the customer acknowledges and agrees to Wireless Logic's Terms and Conditions.
- 5. Representations and warranties**
- 5.1 The Customer represents and warrants at all times to Wireless Logic as follows:
- (a) it is a validly existing entity incorporated or existing under the laws of the country in which it is located;
- (b) it has the power and authority to enter into and perform and has taken all necessary action (including all necessary consents, authorisations, licences and approvals) to authorise the entry into, performance and delivery of the Agreement which upon execution will constitute a legal, valid and binding obligation of the Customer enforceable in accordance with its terms;
- (c) the entering into and performance of its obligations under this Agreement has been duly authorised by all necessary corporate action on its part; and
- (d) neither the execution or delivery of the Agreement nor the consummation of the transactions contemplated hereby will conflict with:
- (i) any Applicable Law to which the Customer is subject; or
- (ii) the Customer's constitutional documents; or
- (iii) any existing obligation binding on the Customer or on any asset of the Customer.
- 5.2 The Customer shall (and shall use all reasonable endeavours to ensure that each of its customers and End Users does likewise):
- (a) observe and comply with all Applicable Laws and Codes of Practice (including obligations applicable if any related service offered by the Customer means that either Wireless Logic and/or a Customer is a provider of electronic communications, telecommunications, value added or related services) and any instructions or conditions notified to the Customer by Wireless Logic, which in Wireless Logic or any Network Provider's reasonable opinion prevent: (i) the transmission of illegal material; or (ii) the Systems from being impaired or damaged;

- (b) not act or omit to act in any way which will or may place Wireless Logic and/or the relevant Network Provider(s) in breach of any provisions of the Applicable Law or a Code of Practice, any other licences, authorisations, applicable to Wireless Logic and/or the relevant Network Provider(s) and co-operate fully with Wireless Logic to enable Wireless Logic and/or the relevant Network Provider(s) (as the case may be) to comply with all of the same;
- (c) not use the Services for any improper or unlawful purpose;
- (d) not act or omit to act in any way which will or may injure or damage any persons or the property of any persons (whether or not employees agents or representatives of Wireless Logic or any one or more Network Providers), the Systems or howsoever cause the quality of the Services to be impaired; and
- (e) comply with any instructions (including specifications and training) issued by Wireless Logic and/or the relevant Network Provider(s) from time to time for the use and/or marketing of the Services;
- (f) ensure that any information provided to Wireless Logic is accurate, complete and provided in a timely manner and shall inform Wireless Logic of any changes to such information;
- (g) only market to and solicit customers and End Users using staff contracted to or employed directly by itself; and
- (h) identify, where relevant, Wireless Logic and (if requested by Wireless Logic, the relevant Network Provider(s)) in proposals to its customers and End Users which include the Services.

5.3 The Customer shall ensure, and shall use all reasonable endeavours to procure that, its customers and each End User is legally bound by all the obligations set out in the Agreement, which expressly or by implication relate to such customers and End Users, before the Customer, the Customer's customers or End Users receive any benefit of the Services. Furthermore, a breach by the Customer's customers or End Users of any of the terms of their agreement with such customer shall be deemed to be a breach by the Customer of this Agreement.

5.4 In addition to clause 5.3, the Customer shall also include in its agreements with its customers and End Users:

- (a) a statement that the Customer and not Wireless Logic will provide support for the Services, Systems and any other services and systems provided by the Customer to its Customer and End Users;
- (b) sufficient permission to enable Wireless Logic and the relevant Network Provider(s) to process information relating to its customers and End Users as contemplated by this Agreement; and
- (c) a disclaimer, to the extent permitted by Applicable Law, of all warranties (including any warranties implied by law) by Wireless Logic and the relevant Network Provider(s) and any liability by Wireless Logic and the relevant Network Provider(s) for any damages, whether direct, indirect, or consequential, arising from the sale or use of the Services, Systems and any other services and systems provided by the Customer to its customer and End Users.

5.5 The Customer is only permitted to use the Services as part of a Combined Offering for its internal use or as part of its own value-add product or service. The Customer shall not resell one or more elements of the Services as a standalone product or service. The Customer shall ensure, and use all reasonable endeavours to ensure that its customers and each End User does likewise, that any Services supplied under the Agreement shall be used solely in relation to Machine to Machine Services and shall not use the Services to take any action that:

- (a) involves the transmission of voice (including VOIP) unless expressly agreed otherwise;
- (b) involves providing any service via the Services that allows an End User or other person to access a publically addressable destination (i.e. public IP address) including through the use of a proxy, tunnelling, a gateway or routing;
- (c) would violate copyright, a trademark, a trade secret or other property rights of any third party;
- (d) could interfere with other users' use of Wireless Logic's and/or the relevant Network Provider(s) network;
- (e) involves the addition, removal or modification of identifying network header information in an effort to deceive;
- (f) uses the Services to access, or attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Wireless Logic's and/or the relevant Network Provider(s) or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data;
- (g) uses the Services or software related to Internet relay chat ("IRC"), peer to peer file sharing ("P2P"), bit torrent, game servers or proxy server network;
- (h) involves spamming or the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay; and/or
- (i) could lead directly to death, personal injury, or severe physical injury or environmental damage (for example life support machines) due to the failure of the Services.

5.6 The Customer shall not represent itself as an agent of Wireless Logic or any one or more Network Providers for any purpose, nor give any condition or warranty or make any representation on Wireless Logic or any one or more Network Providers' behalf or commit Wireless Logic or any one or more Network Providers to any contracts. The Customer shall not without Wireless Logic's prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Services which are inconsistent with those contained in the material supplied by Wireless Logic or any one or more Network Providers or otherwise incur any liability on behalf of Wireless Logic or any one or more Network Providers.

6. Term

6.1 Subject to clauses 6.2 and 6.3, this Agreement shall commence on the earlier of (i) the date of signature of the Master Agreement Form by the Customer; and (ii) the Commencement Date, and shall, subject to early termination pursuant to the provisions of the Agreement, continue in force for the Minimum SIM Contract Term and/ or Minimum Data Pool Contract Term and thereafter shall continue unless and until terminated by either Party in accordance with clauses 22.1(a) or 22.3.

6.2 Where a Trial Service is provided to the Customer, the Agreement shall continue from the earlier of (i) the date of signature of the Master Agreement Form by the Customer and (ii) the Commencement Date for the duration of the Trial Service and unless the Customer gives written notice to Wireless Logic that it does not wish to continue beyond the end of the Trial Service, such notice to be received at least seven (7) days before the end of the Trial Service, shall continue thereafter in accordance with clause 6.1.

6.3 If a Customer has a Tariff Change, such Tariff Change shall be applicable from the 1st of the month following the month in which Wireless Logic receives a tariff addendum and/ or a customer solutions addendum. If however the SIMS are tariff changing to an existing tariff, an email is sufficient as confirmation. When a Tariff Change occurs the relevant SIM Cards or Data Pools shall be subject to a new Minimum SIM Contract Term and/ Or Minimum Data Pool Contract Term from the date the Tariff Change becomes effective in accordance with this clause 6.3 and thereafter shall continue unless and until terminated by either Party in accordance with clauses 22.1(a) or 22.3.

7. Orders

7.1 Wireless Logic's quotation for provision of the Services is merely an invitation for an order subject to the Agreement. No contract will be valid until the Customer has completed, signed and submitted a Master Agreement Form to Wireless Logic and whichever is the earlier of:

- (i) Wireless Logic dispatching the ordered SIM Card(s) to the relevant Delivery Address; or
- (ii) Wireless Logic notifying the Customer in writing of its acceptance of such order. Any such Master Agreement Form will be incorporated into, and subject to, this Agreement.

7.2 The Customer may request a Tariff Change for any of the SIM Cards provided under this Agreement by completing a Master Agreement Form and indicating that such form relates to a Tariff Change as follows:

- (a) for an Upgrade at any time during the Term; and
- (b) for a Downgrade at any time after the expiry of the Minimum SIM Contract Term and/or the Minimum Data Pool Contract Term.

8. Obligations of Wireless Logic

8.1 Wireless Logic shall provide the Services to the Customer for the Term in accordance with the provisions of the Agreement.

8.2 Wireless Logic shall provide the Services:

- (a) in a professional and workmanlike manner; and
- (b) in compliance with all Applicable Laws.

9. Supplier's warranties and faults

9.1 Wireless Logic warrants that subject to the provisions of clauses 2 and 12 that:

- (a) the SIM Cards shall be free of material defects for a period of twelve (12) months from the Commencement Date;
- (b) the Services will be performed with reasonable skill and care; and
- (c) so far as it is able, Wireless Logic will transfer to the Customer the benefits of all warranties or guarantees in relation to the SIM Cards which Wireless Logic receives from the relevant Network Provider(s).

9.2 Wireless Logic warrant ("Warranty") that SIM Cards will not fail within the period starting on the date of delivery of the relevant SIM Card(s) to the Customer and ending 12 months thereafter ("SIM Warranty Period"). Where SIM Card(s) supplied by Wireless Logic to the Customer fail within the SIM Warranty Period the Customer shall notify and return (where practical) such SIM Card(s) to Wireless Logic within that SIM Warranty Period. The Warranty shall not apply when such fault is connected with the Customer's acts, omissions or misuse of the SIM Card(s), including where the Customer has not kept the SIM card(s) in good condition and not following any reasonable instructions from Wireless Logic as to the storage of the SIM Card(s). Wireless Logic shall, within ten (10) business days of receipt of a failed SIM Card which qualifies under the Warranty, repair or (at Wireless Logic's option) replace the failed SIM Card by sending a new SIM Card to the Customer's address under the Agreement. In the event

9.3 Save as expressly provided in the Agreement, all other warranties, terms and conditions (whether implied by common law, statute, and custom or otherwise) are hereby excluded to the fullest extent as permitted by law.

9.4 Subject to clause 17, Wireless Logic shall not be liable for services, systems and equipment provided by the Customer or any Third Party which constitute:

- (a) a component of the Services; or
- (b) a component of other systems, equipment or services provided by the Customer and/or any Third Party to the Customer and/or the Customer's customers and/or End Users.

9.5 The Customer acknowledges and accepts that it is technically impracticable for Wireless Logic to provide fault-free Services and Wireless Logic does not guarantee that the Services will be free of faults or interruptions, that the Services will be free of errors, omissions or other issues or that the Services will be timely or secure. The Customer acknowledges and agrees that matters may affect the Services that Wireless Logic cannot reasonably control, including (without limitation) lack of network capacity, physical obstructions, atmospheric conditions and delays caused by Wireless Logic's suppliers or manufacturers.

9.6 The Customer warrants and undertakes to Wireless Logic that all information provided by or on its behalf in connection with provision of the Services is true, accurate and complete and can be relied upon in full by Wireless Logic and its agents, contractors and employees. The Parties agree that subject to the provisions of clause 17, Wireless Logic shall have no liability under or in connection with the Agreement to the extent that such liability arises, directly or indirectly, from:

- (a) the supply of untrue, inaccurate or incomplete information provided by the Customer or on its behalf and/or any breach by the Customer of the warranty and undertaking in this clause;
- (b) matters beyond Wireless Logic's reasonable control, including lack of network capacity, physical obstructions, atmospheric conditions and delays caused by Wireless Logic's suppliers;

- (c) any defect, fault, breakdown, compatibility issues or other failure of any equipment, systems, services and/or software provided by the Customer or its agents, subcontractors or other Third Parties (including, any Systems Integrator or other Third Party Supplier) to the Customer's customers or End Users and used with the Services; or
- (d) any acts or omissions of the Customer or its agents, subcontractors or other Third Parties in respect of the Services (including, any Systems Integrator or other Third Party Supplier).

9.7 The Customer acknowledges that in relation to international roaming Charges:

- (a) the Network Providers vary their roaming fees dependent on:
- (i) the location of the SIM Card(s) concerned; and
 - (ii) whether roaming is on preferred or non-preferred networks;
- (b) it is the Customer's responsibility to ensure that the Customer, its customers and End Users each familiarise themselves with the billing increments and the data usage Charges for roaming SIM Cards. The Network Providers structure roaming prices as follows:
- (i) Vodafone UK SIM Card(s) - Vodafone SIM Card(s) are billed in 200KB increments on public or internet APNs. If a private network is selected (as per Wireless Logic's) then billing increments are billed in 1KB increments on Vodafone and partner networks and 10KB increments on non-Vodafone or non-partner networks;
 - (ii) Vodafone Global SIM Card(s) - full details of the billing increments are available from Wireless Logic on request;
 - (iii) O2 SIM Card(s) - O2 SIM Card(s) are billed in 10KB increments on non-preferred networks and 1KB on preferred networks. When roaming, there is a minimum charge for data usage of 200kb per day (24 hours ending midnight UK GMT), per APN and per foreign network operator;
 - (iv) T-Mobile & O2 Ireland SIM Card(s) - T-Mobile & O2 Ireland SIM Card(s) are billed in increments of 1KB;
 - (v) Telenor SIM Card(s) - full details of the charges payable across different territories are available from Wireless Logic on request; and
- (c) the applicable charges shall be the prevailing Network Providers rate plus twenty per cent (20%).

9.8 Wireless Logic and each Network Provider reserves the right to update a SIM Card over the air (such updates may be required for functionality, or for intellectual property issues, or national regulations). Wireless Logic shall provide the Customer with reasonable advance notice of any such planned update (except in cases where regulations or urgency would not allow it). Under some national laws, updates require the consent of the owner of the equipment containing/user of a SIM Card. The Customer hereby expressly consents to any updates and the Customer shall make and procure to make such consent binding on any owner of such equipment/SIM Card user through a relevant licensing agreement or by other equivalent means. Where such consent is not obtained, Wireless Logic and/or any relevant Network Provider shall have the right to suspend transmission to and from the relevant SIM Card(s).

9.9 Both Wireless Logic and each relevant Network Provider retain the right at all times to suspend or deactivate any non-upgraded SIM Card(s), and neither Wireless Logic nor any Network Provider accepts any liability for any consequences of such suspension.

10. Timing

10.1 Wireless Logic shall use its reasonable endeavours to meet any performance dates specified (if any) in the Master Agreement Form.

10.2 Time shall not be of the essence in relation to any obligation of Wireless Logic under the Agreement.

11. The Customer's rights to cancel

11.1 The Customer is entitled to cancel an order for SIM Card(s) pursuant to a Master Agreement Form at any time prior to the point in time when the Services are first supplied.

11.2 Wireless Logic reserves the right to increase the Charges at any time. If Wireless Logic increases the Charges in excess of the current RPI, the Customer has the right to end the Agreement by completing and returning to Wireless Logic notice Cancellation Request Form. In such circumstances, the Agreement will end thirty (30) days after Wireless Logic receives the Customer's signed and completed Cancellation Request Form. During the notice period the previously applied Charges will apply.

12. Obligations of the Customer

12.1 The Customer shall, throughout the Term:

- (a) make available appropriate personnel to liaise with Wireless Logic to enable Wireless Logic to perform the Services in accordance with the terms of the Agreement;
- (b) promptly inform Wireless Logic of any defects in Wireless Logic's performance of the Services after such defects come to the attention of the Customer;
- (c) comply and ensure that its customers and End Users comply with any conditions notified by Network Providers and/or Wireless Logic regarding the use of the SIM Card(s);
- (d) tell Wireless Logic immediately if the Customer's name, address, bank account or credit card details change; and
- (e) tell Wireless Logic immediately if any of the Customer's SIM Card(s) are lost or stolen by calling the Helpdesk and thereafter write or fax to confirm the details.

12.2 The Customer shall not, and shall ensure that its customers and End Users shall not throughout the Term and after termination of the Agreement:

- (a) use the SIM card (or allow it to be used) for any illegal purpose (in such circumstances Wireless Logic may report the incidents to the police or any other relevant official organisation); or
- (b) use any equipment that has not been approved for use in connection with the Services by Wireless Logic and the relevant Network Provider(s) and if the Customer is not sure whether the Customer's equipment is so approved, to notify Wireless Logic immediately. Wireless Logic reserves the right, at its sole and absolute discretion, to require the Customer to satisfy Wireless Logic that any equipment to be used in connection with the Services is fit for purpose and suitable and the Customer undertakes to Wireless Logic to comply with Wireless Logic's testing and other requirements in respect of the same.

12.3 Wireless Logic shall be entitled to rely on the Customer's non-compliance with any of the Customer's obligations in this clause 12 as relieving Wireless Logic's performance under the Agreement if such non-compliance restricts or precludes performance of the Services by Wireless Logic.

12.4 If the Customer acts as a Systems Integrator or other Third Party Supplier the Customer shall keep detailed up-to-date records of all acts and things done by the Customer in relation to the provision of the Services to the Customer's customers and End Users during the Term and for a period of six (6) years thereafter, and at Wireless Logic's request, shall make such records available for inspection and/or provide copies to Wireless Logic.

12.5 The Customer acknowledges that if it requests a bar to be applied to any SIM Card, for any reason, that such bar will become effective within twenty four (24) hours of Wireless Logic notifying the relevant Network Provider. Wireless Logic shall notify the relevant Network Provider as follows:

- (a) for 1-5 SIM Cards, within:
 - (i) three (3) hours of receiving an email from the Customer between 9.00am to 16.00pm] GMT/BST on a business day; and
 - (ii) three (3) hours of the start of the business day following the receipt of an email from the Customer where such email was received by Wireless Logic between 16.01pm] and 8.59am GMT/BST; and
- (b) for over six (6) SIM Cards, within:
 - (i) twenty four (24) hours of receiving an email from the Customer between 9.00am to 16.00pm] GMT/BST on a business day; and
 - (ii) twenty four (24) hours of the start of business hours on the business day following the receipt of an email from the Customer where such email was received by Wireless Logic between 16.01pm and 8.59am GMT/BST.

The Customer acknowledges that it will be responsible for all Charges incurred up to a bar taking effect in accordance with the timeframe set out in this clause.

12.6 For SIM Cards with an Aggregated Tariff the Customer agrees to comply with the Aggregated Allowance. The Customer shall be liable to pay Wireless Logic for all data usage charges in excess of the Aggregated Allowance; such charges to be calculated by reference to Wireless Logic's standard charges from time to time without taking into account any discount or other saving that would have applied by reference to the aggregated Tariff applicable to the relevant SIM Card(s).

12.7 The Customer shall be liable to pay Wireless Logic for all charges in relation to the agreed Data Pool; such charges to be calculated by reference to the Tariff Addendum.

13. Payment

13.1 In consideration of the provision of the Services (including any Trial Service), the Customer shall pay to Wireless Logic the Charges. Where applicable, the Charges shall include sums incurred as a result of going over the inclusive allowance for any Tariff (or any charges above the normal line rental as set out in the tariff addendum form).

13.2 Wireless Logic reserves its rights to increase the Charges without notice, including where Wireless Logic is notified of any increase:

- (a) in the cost of the SIM Cards; or
 - (b) in any other costs and expenses of Wireless Logic occurring prior to the Commencement Date.
- 13.3 The Customer shall complete the direct debit payment form which is attached to the Master Agreement Form as a condition of Wireless Logic supplying the Services and thereafter the Customer shall pay the Charges for the Tariff the Customer has chosen by direct debit. If the Customer cancels the direct debit Wireless Logic shall impose an administration charge of £25.00 (plus VAT) which is payable within ten (10) business days of the cancellation of the direct debit facility. Wireless Logic reserves the right to impose a further surcharge of £2.50 (plus VAT) per calendar month in anticipation of Wireless Logic's additional costs in processing non-direct debit payments. All non-direct debit payments shall be paid within fourteen (14) days of the date of Wireless Logic's invoice. In addition to any other rights and remedies available to Wireless Logic, Wireless Logic reserve the right to impose a surcharge of £15.00 (plus VAT) for the late payment of any invoice or if a direct debit is returned unpaid.

13.4 The Customer shall notify Wireless Logic of any billing queries within twenty one (21) days of the date of the invoice from which the query arises and shall not withhold payment of any Charges set out in the queried invoice, or any invoice, by reason of such billing query until it has been resolved by Wireless Logic, which will avoid any interruption to the service being provided. Wireless Logic is unable to investigate any potential billing queries after twenty one (21) days from date of invoice.

13.5 Any advance payments made by the Customer shall be held by Wireless Logic as a deposit and Wireless Logic shall be entitled to set off such advance payments against any future invoices as they arise.

13.6 If the Customer fails to pay in full when due any sum payable to Wireless Logic under this Agreement, the liability of the Customer shall be increased to include interest on that sum from the date when such payment was due until the date of actual payment, interest to be charged pursuant to the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue from day to day and shall be compounded monthly.

14. Faulty SIM Cards - Helpdesk

14.1 Wireless Logic shall provide first line support to the Customer through the Helpdesk facility.

14.2 The Helpdesk shall be staffed by appropriately qualified personnel between the hours of 09:00 and 17:30 GMT/BST on business days.

14.3 Upon receipt of a Customer report that a SIM Card has developed a Fault, the Helpdesk shall, so far as they are able, take such steps to resolve the relevant Fault, including, remotely resetting the SIM Card.

14.4 Should the Helpdesk action undertaken in accordance with clause 14.3 fail to remedy the Fault, and the Fault occurs during the SIM Warranty Period set out in clause 9.2 Wireless Logic shall replace the faulty SIM Card free of charge.

14.5 Should the Helpdesk action undertaken in accordance with clause 14.3 fail to remedy the Fault, and the Fault occurs after the expiry of the SIM Warranty Period set out in clause 9.1(a) Wireless Logic reserves the right to charge a replacement fee in relation to the provision of the replacement SIM Card.

15. Reporting and ManageNet Platform

15.1 If the Customer has a specific query relating to the data usage of a SIM Card provided and Wireless Logic deems such query to be reasonable, the Customer is entitled to request from Wireless Logic a detailed report showing the itemised data usage that SIM Card; Wireless Logic reserves the right to charge a fee of £8.00 (plus VAT) for the provision of any such report. In the event of any dispute regarding data usage of a SIM Card Wireless Logic and (if applicable) the relevant Network Provider's usage data shall be binding on the Customer and Wireless Logic.

15.2 In addition to the Services, Wireless Logic grants to the Customer a non-exclusive, non-transferable, revocable licence to use the ManageNet Platform. The Customer acknowledges that all information on the ManageNet Platform is for guidance and information purposes only and cannot be relied on by the Customer for any invoicing or otherwise.

15.3 Wireless Logic makes no representations or warranties as to the availability or accuracy of the ManageNet Platform or information contained therein. Wireless Logic reserves the right to restrict or remove access by the Customer of the ManageNet Platform, or to change the look, feel, availability or content of the ManageNet Platform at any time.

16. Changes

16.1 The Customer can apply to port or migrate the mobile phone number relating to a SIM Card to another Network Provider. In such circumstances the Charges set out in clause 23 shall apply.

16.2 If Applicable Law changes the VAT rate or any other applicable tax is increased, Wireless Logic reserves the right to change the terms of the Agreement accordingly by giving the Customer written notice of the same.

16.3 Wireless Logic reserves the right to change the Customer's mobile number from time to time. Wireless Logic will write to the Customer to let the Customer know if this is the case.

17. Liability and remedies

17.1 Nothing in the Agreement shall be deemed to exclude or limit the liability of either Party for:

- (a) death or personal injury arising from its negligence;
- (b) any damage or liability incurred as a result of fraud or fraudulent misrepresentation; or
- (c) anything else for which the Parties cannot at law limit or exclude its liability.

17.2 Nothing in the Agreement shall impose any personal liability on any officer, employee, agent or adviser of either Party without wilful misconduct.

17.3 Except as provided in sub-clause 17.1, and in addition to the provisions of clauses 9.4 to 9.6 (inclusive) Wireless Logic shall not be liable for the following loss or damage however caused (whether in contract, tort, negligence, common law or otherwise and whether foreseeable or not):

- (a) economic loss including administrative and overhead costs;
- (b) loss of profits (whether direct or indirect);
- (c) loss of business or contracts;
- (d) loss of revenues;
- (e) loss of goodwill;
- (f) loss of production;
- (g) loss of opportunity;
- (h) loss of anticipated savings;
- (i) loss of data;
- (j) special damages of any kind;
- (k) indirect or consequential loss or damage;
- (l) loss arising from any claim made against the Customer by any other person;
- (m) loss or damage arising from the Customer's failure to fulfil its responsibilities or any matter under its control; or
- (n) loss or damage arising from the Customer's breach of clause 12.2.

17.4 Wireless Logic's entire liability under or in connection with any individual claim or series of connected claims made under or in connection with the Agreement shall be limited to an amount equal to the greater of the sum of the fees paid by the Customer in the twelve (12) months immediately preceding the incident which gave rise to the claim; and £20,000 in aggregate.

17.5 The Customer shall indemnify and hold Wireless Logic and each Network Provider harmless from and against all losses, damages, costs, expenses, claims, proceedings and liabilities (including reasonable legal costs) ("Relevant Losses") incurred by Wireless Logic, each Network Provider or any of either of their respective group companies arising out of or in connection with any claim by a third party in relation to the Services to the extent that such Relevant Losses have not been caused by any act, omission (negligent, reckless or otherwise) of Wireless Logic, a Network Provider or any of either of their respective group companies.

17.6 If any part of this clause 17 is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then, it is the Parties' express intention that the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question shall be interpreted or construed to give it full effect.

17.7 The terms of the Agreement shall apply to the exclusion of all other agreements or representations including any implied by law (so far as the Parties are able to exclude terms implied by law), and by any trade custom, practice or course of dealing.

18. Force Majeure

18.1 Subject to sub-clause 18.2, neither Party shall be deemed to be in breach of the Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under the Agreement to the extent that such delay or non-performance is caused by a Force Majeure Event.

18.2 The Party affected by any Force Majeure Event shall immediately give the other Party written notification of the nature and extent of the Force Majeure Event and the Parties shall enter into bona fide discussions with a view to alleviating its effects or to agreeing upon such alternative arrangements as may be fair and reasonable.

18.3 If Wireless Logic is affected by the Force Majeure Event and the written notice in relation to the Force Majeure Event has not been withdrawn within one hundred and eighty (180) days, the Customer shall be at liberty to terminate the Agreement with immediate effect by serving a written notice on Wireless Logic. The service of such notice shall be without prejudice to any rights or obligations which have accrued prior to such termination.

19. Intellectual Property Rights

19.1 All property and Intellectual Property Rights in the Services including without limitation all right, title and interest in and to all documents, data, specifications or other items relating to the Services, shall vest in and shall remain the exclusive property of Wireless Logic, the relevant Network Provider(s) or its third party licensors, as applicable.

19.2 The Customer shall not, and shall use all reasonable endeavours to procure that its customers and each End User shall not, claim ownership of any Intellectual Property Rights in relation to or created pursuant to the SIM Cards or the Services and shall not take any action which might infringe any Intellectual Property Rights or other form of protection for any invention, discovery, improvement, design, mark or logo in relation to the SIM Cards or the Services and the Customer shall indemnify Wireless Logic and keep it indemnified from and against all costs claims liabilities proceedings damages and expenses arising directly or indirectly as a result of any breach of the foregoing obligation by the Customer, its customers and/or End Users.

19.3 Any data, documents, Intellectual Property Rights or other information belonging to Wireless Logic or a Network Provider which is supplied or otherwise furnished to the Customer in connection with the performance of the Agreement or otherwise shall remain the sole property of Wireless Logic or the relevant Network Operator to whom they belong (as the case may be).

19.4 The Customer acknowledges that it shall have no express or implied right to use, modify, adapt or otherwise exploit Wireless Logic's, the Network Providers or any other Third Parties' Intellectual Property Rights, except for the right to use such Intellectual Property Rights for the exclusive purpose of using the Services under the Agreement.

19.5 The Customer shall indemnify and hold Wireless Logic harmless against any claims that the use of the Services in combination with services, software or equipment not supplied by Wireless Logic infringes any other third party's Intellectual Property Rights.

19.6 The Customer shall notify Wireless Logic immediately of any infringement or apparent or threatened infringement of or any actions, claims or demands in relation to any Intellectual Property Rights or other form of protection for any invention, discovery, improvement, design, mark or logo in relation to the SIM Cards and/or the Services and the Customer shall provide (and shall use all reasonable endeavours to procure that the Customer's customers and End Users shall provide) Wireless Logic with all assistance which Wireless Logic may reasonably require in connection therewith including but not limited to the prosecution of any actions which Wireless Logic may deem necessary for the protection of any rights in relation to the SIM Cards and/or the Services and if so requested by Wireless Logic in relation to any claim or action brought against the Customer, the Customer shall authorise the conduct of the same and all negotiations for the settlement of the same by Wireless Logic or the relevant Network Provider.

20. Data Protection

20.1 Wireless Logic acknowledges that any Customer Personal Data belongs to the Customer and/or the Customer's clients and undertakes that it shall not be used or accessed by Wireless Logic for any purpose other than as strictly necessary to provide the Services provided always that the Customer consents to (and shall procure that its customers and End Users consent to) the use and access of such Personal Data by the relevant Network Provider(s) in respect of the provision of goods and services by that/those Network Provider(s) to Wireless Logic.

20.2 The Parties shall each comply with their respective obligations under the Data Protection Act 1998 and other applicable statutory or European Community provisions in respect of any Customer Personal Data.

20.3 The Customer acknowledges that it is the controller of the content of any communication via the Services and any personal data of it or the End Users stored in connection with the Services ("Customer Personal Data").

20.4 Wireless Logic and each relevant Network Provider shall, in respect of all Customer Personal Data that it processes on a Customer behalf, and in accordance with any applicable data protection or privacy laws, maintain appropriate and sufficient technical and organisational security measures to protect such Customer Personal Data against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

20.5 The Customer acknowledges and agrees that Wireless Logic may receive legally binding demands from a law enforcement authority for the disclosure of, or other assistance in respect of, Customer Personal Data, or be required by law, court order, warrant, subpoena, or other legal judicial process to disclose any Customer Personal Data to any person other than you and that Wireless Logic will not be in breach of the Agreement for complying with such obligations to the extent they are legally bound. Wireless Logic shall notify the Customer as soon as reasonably practicable of any such demand unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation.

20.6 The Customer warrants to Wireless Logic that it will use all reasonable endeavours to ensure that:

- (a) it complies with applicable data protection laws as a data controller in relation to the Customer Personal Data; and
- (b) if required by applicable data protection law to notify an End User of, or as required procure End Users properly informed consent required for, the processing by Wireless Logic (or any appointed sub-processor) of any End User personal data for the purpose of providing the Services.

20.7 In the event that End User consent is required by the applicable data protection law and in the case that such consent is not provided and/or withdrawn and the Customer cannot otherwise justify the disclosure to and processing by Wireless Logic and/or a relevant Network Provider of Personal Data pursuant to the Services as being in compliance with applicable data protection laws in respect of one or more End Users as required by clause 19.6, the Customer shall promptly notify Wireless Logic thereof and the Customer hereby acknowledges and agrees that, notwithstanding any other provision of the Agreement, Wireless Logic shall not be obliged to continue to provide the Services in respect of such affected End Users.

For the purpose of this clause 20, the terms 'controller', 'personal data' and 'processor' shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

21. Suspension

21.1 Wireless Logic may suspend the Services, or any SIM Card, if any one or more of the following occur:

- (a) the telecommunications network and other infrastructure in place supporting the Services fails or if modification or maintenance work is being carried out in respect of the same, or such telecommunications network is unavailable for any reason;
- (b) Wireless Logic does not receive full payment of any Charges due pursuant to the Agreement in accordance with the payment terms set out in clause 13 and the terms of the Agreement; in which case the Charges set out in clause 23.5 shall apply;
- (c) Wireless Logic believes or has reasonable grounds to suspect that the Customer's equipment or SIM Card(s) are being used fraudulently or illegally or if they have been lost or stolen (in which case the Charges remain payable until we are notified of such fraudulent or illegal use pursuant to clause 12.1(e));
- (d) the Customer is otherwise in material breach of the terms of the Agreement;
- (e) Wireless Logic reasonably anticipates that one of the events referred to in clause 22.2 is about to occur; or
- (f) at its discretion in relation to SIM Card(s) if it suspects that they have been tampered with, in any way which could render billing information inaccurate.

21.2 If the Services are suspended pursuant to clause 21.1(a) for more than three (3) consecutive days, Wireless Logic shall suspend the Charges for the period of unavailability.

22. Termination

22.1 The Customer may terminate the Agreement (in whole or in part):

- (a) by completing and submitting to Wireless Logic, the signed Cancellation Request Form. Provided that all termination fees payable in accordance with clause 23 have been received by Wireless Logic, such termination shall be effective thirty (30) days after the confirmed receipt by Wireless Logic of the Cancellation Request Form; or
- (b) if Wireless Logic commits a material breach of the Agreement which is capable of remedy and fails to remedy that breach within thirty (30) days of receipt of written notice of the breach.

22.2 Without prejudice to any other rights or remedies which Wireless Logic may have, Wireless Logic may by notice to the Customer immediately terminate the Agreement (in whole or in part) if:

- (a) the Customer commits an irremediable material breach of the Agreement;
- (b) the Customer breaches any of the obligations set out in clause 5 (**Representations and Warranties**) and clauses 12.1(c) or 12.2 (**Customer Obligations**);
- (c) the Customer commits a material breach of the Agreement capable of remedy and fails to remedy that breach within ten (10) business days of receipt of written notice of the breach from Wireless Logic;
- (d) the relevant Network Provider(s) upon which the Services are dependent suspends or ceases to make the telecommunications network and infrastructure available;
- (e) the Customer repeatedly or continuously breaches any of its obligations under the Agreement and such breach or breaches continue to occur within fourteen (14) days of receipt of a written notice setting out such breach or breaches;
- (f) an order is made or a resolution is passed or any other formal step is taken with a view to commencing winding-up or dissolution of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Customer (except for the purposes of amalgamation or reconstruction, the terms of which have been previously notified to and approved by Wireless Logic);
- (g) an order is made for the appointment of an administrator to manage the affairs, business and property of the Customer, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Customer, or notice of intention to appoint an administrator is given to the Customer or its directors;
- (h) a receiver is appointed over any of the Customer's assets or an undertaking or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager over the Customer, or if any other person takes possession of or sells the Customer's assets;
- (i) the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way;
- (j) the Customer is unable to pay its debts within the meaning of section 123 of the Insolvency Act, 1986;
- (k) any distress, execution, sequestration or other process is levied or enforced or sued out or upon or against the whole or any material part of the assets of the Customer;
- (l) the Customer ceases, or threatens to cease, to trade;
- (m) the provision or continuation of the Services would be in breach of an Applicable Law or Code of Conduct; or
- (n) the provision of any Services requested by the Customer would require material modification to the Systems; or
- (o) the Customer takes or suffers any similar or analogous action to those referred to in clauses 22.2(f) to (n) (inclusive) in any jurisdiction in consequence of any debt.

22.3 Without prejudice to any other rights or remedies which Wireless Logic may have, Wireless Logic may, by thirty (30) calendar days' written notice to the Customer terminate the Agreement (in whole or in part).

22.4 The right to terminate the Agreement in this clause 22 shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

22.5 For the purposes of clause 22.2(b), a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to time of performance provided that time of performance is not of the essence.

23. Consequences of Termination and costs of changes

23.1 All rights and obligations of the Parties shall cease to have effect immediately upon termination or expiry of the Agreement, save that such termination or expiry shall not prejudice or affect:

- (a) any right of action or remedy which shall have accrued or shall thereafter accrue to either Party; or
- (b) the continued existence and validity of the rights and obligations of the Parties under those clauses which by implication or express agreement are to survive termination or expiry of the Agreement.

23.2 On termination (in whole or in part) or expiry of the Agreement for any reason, the Customer shall:

- (a) immediately cease to make use of any of the relevant SIM Cards and the Services; and
- (b) as soon as reasonably practicable deliver to Wireless Logic or, at Wireless Logic's option, destroy all or any SIM Cards.

23.3 Upon the termination of the Agreement (in whole or in part) the following termination fees are payable:

- (a) If the Customer ends all or part of the Agreement pursuant to clauses 11.2 or 22.1(b), only the Charges due up to and including the date of the termination of the Agreement are payable;
- (b) If all or part of the Agreement terminates for any other reason and the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term has not expired (and will not expire during the notice period), the following Charges are payable:
 - (i) the amount of unpaid line rental and other fixed Charges remaining in respect of each of the relevant SIM Cards and/ or Data Pools terminated for the period from the date of expiry of the notice period up to and including the last day of the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term; and
 - (ii) all outstanding Charges due up to and including the date of the termination of the Agreement; and
 - (iii) an administration fee for each SIM Card to be terminated, in each case such administration fee levied in respect of Wireless Logic's administrative and other costs of disconnecting the SIM Card from the Services and the relevant telecommunications network.
- (c) If all or part of the Agreement terminates for any other reason and the Minimum SIM Contract Term and/ or the Minimum Data Pool Contract Term of the Agreement has expired (or will expire during the notice period) the following Charges are payable:
 - (i) the amount of the Charges up to and including the date upon which the relevant notice period expires;
 - (ii) all outstanding Charges due up to and including the date of the termination of the Agreement; and
 - (iii) an administration fee for each SIM Card to be terminated, in each case such administration fee levied in respect of Wireless Logic's administrative and other costs of disconnecting the SIM Card from the Services and the relevant telecommunications network.

23.4 If the Customer elects to port or migrate their mobile phone number(s) pursuant to clause 16.1 Wireless Logic reserves the right to charge the Customer an administration fee per SIM Card in addition to any charges for termination charged by the relevant Network Provider that may be applicable and levied by that Network Provider against Wireless Logic.

23.5 If the Services are suspended pursuant to clause 21.1(b) and the Customer requests reconnection, Wireless Logic reserves the right to charge an administration fee per SIM Card reconnected in addition to all arrears in Charges due in respect of the relevant SIM Card(s); the Charges payable pursuant to this clause 23.5 must be paid, at Wireless Logic's discretion, as a pre-condition to such reconnection.

24. Subcontracting

24.1 Wireless Logic may subcontract the rights and obligations it has under the Agreement to a Third Party.

25. Assignment

25.1 The Customer shall not, without the prior written consent of Wireless Logic, assign, transfer, charge or deal in any other manner with all or any of its rights or obligations under the Agreement.

25.2 Wireless Logic may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement.

26. Entire Agreement

26.1 The Agreement together with any documents referred to in the Agreement sets out the entire agreement and understanding between the Parties in respect of the subject matter of the Agreement and supersedes all prior oral or written agreements, arrangements or understanding between the Parties.

26.2 The Customer acknowledges that it has entered into the Agreement in reliance only upon the representations, warranties and promises specifically contained or incorporated in the Agreement and, save as expressly set out in the Agreement, the Customer shall have no liability in respect of any other representation, warranty or promise made prior to the date of the Agreement unless it was made fraudulently.

26.3 Any variation to this agreement must be confirmed in writing and agreed by both parties.

27. Releases and waivers

27.1 Either Party may, in whole or in part, release, compound, compromise, waive, or postpone, in its absolute discretion, any liability owed to it or right granted to it in the Agreement by the other Party without in any way prejudicing or affecting its rights in respect of that or any other liability or right not so released, compounded, compromised, waived or postponed.

27.2 A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and the circumstances for which it is given.

27.3 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any Party shall constitute a waiver by that Party of, or impair or preclude any further exercise of, that or any right, power or remedy arising under the Agreement or otherwise.

27.4 Notwithstanding the generality of clauses 27.1 to 27.3, the Customer acknowledges that any waiver or failure to collect any fees due under clauses 13.3, 14.5, 15.1, 23.3, 23.4 or 23.5 is a gesture of goodwill by Wireless Logic and shall not prevent Wireless Logic from relying on such rights in the future.

28. Exclusion of third party rights

28.1 Each Network Provider is a third party for the purposes of the Contract (Rights of Third Parties) Act 1999 and where stated, each and every obligation of the Customer under this Agreement is owed to each relevant Network Provider who may enforce its rights in the Agreement as if it were a party to it.

28.2 Subject always to clause 28.1, the Parties agree that the provisions of the Agreement are personal to them and their permitted successors and assigns and are not intended to confer any rights of enforcement on any third party and save as expressly provided for in the Agreement the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Agreement, or to any of its provisions.

28.3 Save for where it is stated to the contrary, if any person who is not a Party is stated to have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999, the Parties may rescind or vary the Agreement (and any documents entered into pursuant to or in connection with it) without the consent of that person.

29. Notices

29.1 Any notice to a Party under or pursuant to the Agreement shall be in writing signed by or on behalf of the Party giving it and shall, unless delivered to a Party personally, be left at, or sent by prepaid first class post, prepaid recorded delivery or fax to the address of the Party as set out on the Master Agreement Form or as otherwise notified in writing from time to time.

29.2 In proving service it will be sufficient to prove:

- (a) in the case of personal service, that it was handed to the Party or delivered to or left in an appropriate place for receipt of letters at its address;
- (b) in the case of a letter sent by post, that the letter was properly addressed, stamped and posted;
- (c) in the case of fax, that it was properly addressed and despatched to the number of the Party.

29.3 A Party shall not attempt to prevent or delay the service on it of a notice connected with the Agreement.

30. Mitigation

Each of the Parties shall at all times take all reasonable steps to minimise and mitigate any loss which it may suffer for which the relevant Party is entitled to bring a claim against the other Party under the Agreement.

31. Further assurance

Each Party shall execute such documents and take such steps as the other Party may reasonably require to fulfil the provisions of and to give to each Party the full benefit of the Agreement.

32. VAT

Where under the Agreement any Party agrees to pay to the other Party any sum or to furnish to that other Party consideration which (in either case) is consideration for a taxable supply that sum or consideration shall be exclusive of Value Added Tax payable on it and the recipient of the supply shall pay an amount equal to such Value Added Tax in addition to any sum or consideration on receipt of a valid Value Added Tax invoice from the relevant Party.

33. Anti-bribery

33.1 The Customer acknowledges and agrees that Wireless Logic will not tolerate bribery in any form in connection with the conduct of its business.

33.2 The Customer shall:

- (a) comply with all applicable laws, statutes, regulations, codes and guidance relating to anti-bribery and anti-corruption ("**Anti-bribery Laws**"), including without limitation the Bribery Act 2010 (including any subordinate or amending legislation);
- (b) not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;
- (c) not do, or omit to do, any act that will cause Wireless Logic to be in breach of the Anti-bribery Laws;
- (d) promptly report to Wireless Logic any request or demand for any undue financial or other advantage of any kind received by the Customer in connection with the performance of the Agreement;
- (e) maintain throughout the term of the Agreement its own anti-bribery policies and procedures including without limitation adequate procedures under the Bribery Act 2010 to ensure compliance with the Anti-Bribery Laws, and shall provide a copy of such policies and procedures to Wireless Logic on request, and shall enforce such policies and procedures where appropriate. For the purpose of this clause 33, the meaning of adequate procedures shall be determined in accordance with section 7(2) and any guidance issued under section 9, Bribery Act 2010; and
- (f) within five (5) business days of receipt of a request from Wireless Logic, certify to the Wireless Logic in writing its compliance with this clause 33.

33.3 In the event that the Customer sub-contracts the provision of any element of the Agreement to any person, or receives any services in connection with its performance of the Agreement from any person, (each such person being an "**Associated Person**"), it shall impose upon such Associated Person anti-bribery obligations that are no less onerous than those imposed upon the Customer in this clause 33. The Customer shall be liable to Wireless Logic for the acts and omissions of each Associated Person in relation to compliance with such anti-bribery obligations (or, where the Customer has failed to impose such obligations, the obligations that the Associated Person would be under if the Customer had complied with the obligation under this clause) as if such acts or omissions were those of the Customer itself.

33.4 The Customer warrants and represents that neither the Customer nor any of its officers, employees or any Associated Person has been convicted of any offence involving bribery, corruption, fraud or dishonesty or, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Anti-Bribery Laws.

33.5 Breach of this clause 33 shall be deemed a material breach of the Agreement.

33.6 The Customer shall indemnify Wireless Logic against any losses, liabilities, damages, costs and expenses incurred by, or awarded against, Wireless Logic as a result of any breach of this clause 33 by the Customer (including any liability that the Customer has to Wireless Logic by virtue of the acts or omissions of any Associated Person under clause 33.3).

33.7 The Customer shall keep and maintain throughout the term of the Agreement detailed, accurate and up to date records showing all payments made and received by the Customer in connection with the Agreement. The Customer shall ensure that such records and books of accounts are sufficient to enable Wireless Logic to verify the Customer's compliance with its obligations under this clause 33.

33.8 The Customer shall permit Wireless Logic and its third party representatives, on reasonable notice during normal business hours, but without notice in the event of any reasonably suspected breach of this clause 33, to access and take copies of the Customer's records, books of account and any other information held by or on behalf of the Customer and to meet with the Customer's personnel in order to audit the Customer's compliance with its obligations under this clause 33. Such audit rights shall continue for six (6) years after termination or expiry of the Agreement. The Customer shall give all necessary assistance to the conduct of any such audits.

34. Governing law and jurisdiction

34.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales.

34.2 Each of the Parties irrevocably submits for all purposes in connection with the Agreement to the exclusive jurisdiction of the courts of England and Wales.