Millbeck.

Millbeck Communications Limited

Master Services Agreement (MSA)

General Terms

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1. **Structure**

1.1 The Agreement consists of the Master Agreement Form, incorporating these General Terms and the Acceptable Use Policy, together with any Order and the Product Schedule(s) relevant to any Products to be provided to the Customer. The Agreement shall be applicable to any and all offers and/or quotations by Millbeck Communications as well as to all agreements entered between Millbeck Communications and the Customer. The Agreement shall also apply to all commitments resulting from future agreements entered between parties.

1.2 The signature by the Customer (including electronic signature) of the Master Agreement Form constitutes the Customer's intention to enter into a legally binding contract with Millbeck Communications. By signing or electronically signing the Master Agreement Form, Tariff Addendum and/or Order and/or using the Products (as applicable) the Customer accepts, and agrees to be bound by, the terms of the Agreement. The Agreement sets out the only terms and conditions on which Millbeck Communications will supply products and services to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Customer purports to apply under any purchase order, confirmation of order or similar document (whether or not such document is referred to in the Agreement) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.

1.3 **Product Schedules:** By ordering the Products, the Customer agrees to be bound by any additional terms and conditions for the use of the Products as set out in the relevant Product Schedule from the Commencement Date of those Products. The terms set out in the relevant Product Schedule are in addition to, and supplement, these General Terms. Save for the specific amendments in respect of the relevant Products set out in a Product Schedule, all other provisions of the Agreement shall remain unaffected and continue in full force and effect. The Parties may from time to time agree additional documents that will form part of the Product Schedule (for instance to add new Products).

1.4 If there is a conflict between any of the documents, the order of priority, highest first, is:

(i) any special conditions set out in the Master Agreement Form;

(ii) the Regulatory Schedule (as applicable);

(iii) the Acceptable Use Policy;

(iv) the Product Schedule(s) other than any special conditions;

(v) any Tariff Addendum or Order;

(vi) any Customer Solutions Addendum;

(vii) the General Terms;

(viii) the provisions of the Master Agreement Form other than any special conditions; and

(ix) if applicable to the Products, the Price List.

1.5 **Small Business Customer:** To the extent that the relevant Customer is a Small Business Customer, Millbeck Communications provision of those Products to the Customer will, in addition to the General Terms, be subject to the provisions in Section 2 of the Regulatory Schedule as applicable from time to time. It is the Customer's responsibility to review the criteria applicable to it and to have informed Millbeck Communications if it is a Small Business Customer prior to the entry into the Agreement and notify Millbeck Communications immediately in writing if during the Term the Customer no longer meets these criteria. For the avoidance of doubt, the terms applicable to Small Business Customer will apply only to the extent that the Customer is and remains a Small Business Customer from time to time.

1.6 **Regulated Services:** To the extent that a Service is a Regulated Service, Millbeck Communications provision of that Regulated Service to the Customer will, in addition to the General Terms, be subject to the relevant terms of Section 3 of the Regulatory Schedule as applicable from time to time. If a Product is Regulated Service, it will be identified as such in the relevant Product Schedule.

1.7 **New Supplier Set Up**: new Customers should contact orders@millbeck.co.uk with any queries relating to setting up Millbeck Communications as a new supplier.

2. **Duration**

2.1 **Agreement term:** The Agreement shall commence on the earlier of (i) the date of signature of the Master Agreement Form by the Customer; or (ii) the first Commencement Date, and shall, subject to any Minimum Contract Term and unless terminated earlier in accordance with its terms, continue until the later of: (i) the cessation of the last of the Services; and (ii) the delivery of the last SIM(s) and/or Hardware to the Customer, in accordance with the Agreement (the "**Term**").

2.2 **Trial term:** Millbeck Communications may in its discretion agree to offer a Customer a Trial Service. Where a Trial Service is provided to the Customer, such Trial Service will be subject to the provisions of the relevant Product Schedule(s) and any other terms imposed by Millbeck Communications in its discretion, including in relation to the duration of the Trial Service and any additional terms that may apply to the Trial Service.

2.3 **Service Term**: Each Service will commence on its respective Service Start Date. Subject to any new Minimum Contract Term resulting from any Tariff Change(s), each Service shall thereafter continue as follows:

(a) where a Minimum Contract Term applies, for its specified Minimum Contract Term. On expiry of the Minimum Contract Term, the Service shall automatically continue on a monthly rolling basis except:

(i) as otherwise stated in a Product Schedule; or

(ii) where the Parties have expressly agreed in writing a further Minimum Contract Term in which case the Service will continue for such further Minimum Contract Term; or

(b) where no Minimum Contract Term applies, the Service will continue on a monthly rolling basis, unless otherwise stated in a Product Schedule,

in each case unless and until terminated by either Party in accordance with the Agreement.

3. **Orders**

3.1 Customer may place Orders for Products in accordance with Millbeck Communications order process specified in the Agreement (in the Product Schedules) or as otherwise notified to the Customer from time to time by Millbeck Communications.

3.2 Any quote issued by Millbeck Communications for provision of the Products is not binding until Millbeck Communications acceptance of the Order. Orders, once accepted, will form part of the Agreement. If Millbeck Communications does not give express acceptance, acceptance will be deemed to occur on the earlier of:

(a) in the case of any Order (or part of an Order) for SIMs or Hardware the date on which the goods are dispatched by Millbeck Communications or the relevant vendor; or

(b) in the case of any Order (or part of an Order) for Services the date on which the Service is made available for use by the Customer or Millbeck Communications begins to provide the Service as the case may be.

3.3 An Order cannot in any way amend the General Terms, the Acceptable Use Policy, any Product Schedule or any other part of the Agreement.

3.4 Fulfilment of Orders is subject to any lead times which may be communicated to the Customer in writing from time to time. Lead times depend on the Network Providers, SIM vendors, Hardware vendors, quantities ordered and any forecasts provided by the Customer. The Customer will provide to Millbeck Communications reasonable (which will not be less than such lead times) advance notice of any requirements for bulk orders (unless otherwise agreed in writing with Millbeck Communications this would be Orders that are for over: (i) £10,000, (ii) 100 routers and/or (iii) 5,000 SIMs) prior to placing an Order for such Products.

3.5 Without prejudice to clause 11.1, if a purchase order is required by a Customer, the Customer must provide Millbeck Communications with a copy of the purchase order.

3.6 No new Orders may be submitted once notice to terminate the Agreement has been given by either Party.

4. **The Products**

4.1 Millbeck Communications shall provide the Products set out in each Order to the Customer in accordance with, and subject to, the provisions of the Agreement.

4.2 Millbeck Communications shall provide:

(a) all Products in compliance with its obligations under Applicable Laws as relate to the provision of such Products;

(b) Hardware in conformance in all material respects with the

Specification during the Hardware Warranty Period; and (c) Services:

(i) in a professional and workmanlike manner; and (ii) with reasonable skill and care.

4.3 Any coverage maps issued by Millbeck Communications 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.

4.4 Millbeck Communications shall use its reasonable endeavours to ensure that, subject to the Customer's compliance with the terms of this Agreement, the Products are made available to the Customer in the locations and for the duration set out in an Order but the Customer agrees and acknowledges that the ability to use Services depends on the availability of suitable Network Providers and the operation of the Networks, which are outside of Millbeck Communications control.

4.5 The Customer acknowledges and accepts that Millbeck Communications ability to provide Services may be affected by a number of factors which are beyond its control, including the capability of the equipment with which the SIM(s) are used, network over utilisation, lack of network capacity, physical obstructions, geographic, topographical or atmospheric conditions, maintenance requirements, equipment failures and delays caused by Millbeck Communications suppliers or manufacturers which Millbeck Communications cannot reasonably mitigate. It is the responsibility of the Customer to ensure that it has appropriate contingency plans in place to address such factors.

4.6 Millbeck Communications shall use its reasonable endeavours to meet any performance dates specified (if any) in the Master Agreement Form, however time shall not be of the essence in relation to any obligation of Millbeck Communications under the Agreement.

4.7 The Customer acknowledges that Millbeck Communications does not make any representations or give any warranties as to the suitability of the Products for the Customer's purposes or for the Customer's use of the Products vis-à-vis its End Users.

4.8 The Products may be used by the Customer to transmit or receive data to and from various destinations including databases, web sites and/or networks. Millbeck Communications accepts no responsibility for any content that the Customer transmits or receives.

4.9 The Products are not specifically designed for use in any safety critical application or environment where failure of the Products could result in the death or injury of any person, including medical, aeronautic or aerospace, transportation and energy generation or transmission applications or environments (together, "**Safety Critical Uses**"). The Customer's use of the Products for Safety Critical Uses shall be at the Customer's sole risk, even if Millbeck Communications is aware of or has been informed in writing of such usage. The Customer shall be solely responsible for all regulatory, safety and security related requirements for Safety Critical Uses.

4.10 **Roaming**: The following provisions apply to Roaming services (which will be set out in a Tariff Addendum):

(a) the Customer acknowledges that neither it, nor any of the other Customer Entities, will be notified:

(i) when a specific SIM connects to a Roaming network;

(ii) whether its Tariff includes any use of Roaming services;

(iii) whether its Tariff includes any quantitative limit on the volume of Roaming services before the Customer will incur additional Charges; or

(iv) of any time limit(s) applicable to any Roaming allowances.

(b) the Customer Entities shall not receive a SMS notification: (i) when the specific SIM has reached a percentage of monthly data costs; or (ii) of the applicable roaming tariffs when crossing borders within the EU and/or outside the EU;

(c) the Customer accepts that Roaming relies on networks over which Millbeck Communications has no control. Millbeck Communications does not offer any guarantee about the availability, quality or prices of Roaming services;

(d) Millbeck Communications reserves the right to make modifications to the list of Roaming partners for any reason and in line with changes of legal, commercial and/or technical parameters, including the entering into of new Roaming agreements or the termination of existing Roaming agreements by Network Providers; and

(e) the Customer shall not, nor allow any Customer Entity or other third party to, resell Roaming services provided by Millbeck Communications to another mobile network operator, MVNO, a roaming hub or a sponsored roaming service (including in order to complement the coverage or network standard of that party).

4.11 **Permanent Roaming:** It is the Customer's responsibility to ensure they operate in accordance with Applicable Law. Millbeck Communications reserves the right to suspend or terminate any services which are determined to be "permanently roaming" in a country, where the Network Provider, other partner or local regulator has informed Millbeck Communications this is not acceptable. The Parties acknowledge that Millbeck Communications has no Liability to any Customer Entities for the suspension or termination of Roaming services by the Network Provider, other partner or local regulator.

5. **Delivery**

5.1 The process for the delivery of each of the Products is set out in the applicable Product Schedule.

5.2 Any forecasted time or period for delivery of the Products given by Millbeck Communications shall be given in good faith but shall be an estimate only and Millbeck Communications shall have no Liability for any delay in delivery or any Losses arising therefrom.

5.3 The Customer shall pay the cost of delivery of the SIMs and/or Hardware and costs of packaging the same. Such costs are dependent on quantity and delivery options chosen and are set out in the Order (as applicable) or as may be notified to the Customer from time to time by or on behalf of Millbeck Communications.

6. **Representations and warranties**

6.1 Each Party represents and warrants at all times to the other Party 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 Party enforceable in accordance with its terms; and

(c) the entering into and performance of its obligations under the Agreement has been duly authorised by all necessary corporate action on its part.

6.2 The Customer represents and warrants at all times to Millbeck Communications as follows:

(a) it is entering into the Agreement as a business and not as: (i) a Consumer or for personal use;

(ii) except to the extent stated in the Master Agreement Form, a Small Business Customer.

(b) 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; (ii) the Customer's constitutional documents; or

(iii) any existing obligation binding on the Customer or on any asset of the Customer.

(c) it has checked all regulatory requirements in the territory where the Products (including any Hardware) will be provided and nothing in those requirements restricts the use of or delivery of the Products to the Customer.

6.3 Millbeck Communications ability to provide the Products relies on any information provided by the Customer being complete and accurate. Customer warrants and undertakes to Millbeck Communications that all information provided by or on its behalf in connection with provision of the Products is true, accurate and complete and can be relied upon in full by Millbeck Communications and its agents, contractors and employees. The Customer must promptly inform Millbeck Communications of any inaccuracy or changes in such information. The Customer will reimburse to Millbeck Communications any costs reasonably incurred (including legal and/or administrative costs) by Millbeck Communications in reliance on such incomplete or inaccurate information.

7. **Reseller Customers**

7.1 Where the Customer acts as a Reseller the Customer shall:

(a) only use Products as part of a Combined Offering as part of its own value-add product or service;

(b) not resell one or more elements of the Products as a standalone product or service;

(c) keep detailed up-to-date records of all acts and things done by the Customer in relation to the provision of the Products to the Customer Entities during the Term and for a period of six (6) years thereafter, and at Millbeck Communications reasonable request, shall promptly make such records available for inspection and/or provide copies to Millbeck Communications;

(d) not represent itself as an agent of Millbeck Communications or any one or more Network Providers for any purpose, nor give any condition or warranty or make any representation on Millbeck Communications or any one or more Network Providers' behalf or commit Millbeck Communications or any one or more Network Providers to any contracts;

(e) not without Millbeck Communications prior written consent make any representations, warranties, guarantees or other commitments with respect to the specifications, features or capabilities of the Products which are inconsistent with those contained in the material supplied by Millbeck Communications or any one or more Network Providers or otherwise incur any Liability on behalf of Millbeck Communications or any one or more Network Providers. For avoidance of doubt, the advice and support of End Users (including activation, blocking of SIM cards, hotline and support) is the responsibility of the Customer. Millbeck Communications does not offer a hotline or other support for Customer Entities;

(f) without prejudice to clause 8.3(h), ensure that its customers, and shall use all reasonable endeavours to procure that, each Customer Entity is legally bound by all the obligations set out in the Agreement, which expressly or by implication relate to such Customer Entity, before the Customer or the relevant Customer Entity receives

any benefit of the Products. The Customer shall be liable for the acts or omissions by Customer Entities which would constitute a breach of any of the terms of the Agreement.

(g) in addition to clause 7.1(f) and without prejudice to clause 8.3(h), the Customer shall also include in its agreements with each Customer Entity:

(i) a statement that the advice and support of Customer Entities is the responsibility of the Customer and that the Customer will provide support for the Products, Systems and any other services and systems provided by the Customer to the Customer Entity;

(ii) sufficient permission to enable Millbeck Communications and the relevant Network Provider(s) to process information relating to the Customer Entities as contemplated by the Agreement; and

(iii) a disclaimer, to the extent permitted by Applicable Law, of all warranties, representations, guarantees and conditions (including those implied by law) by Millbeck Communications and the relevant Network Provider(s) and any Liability by Millbeck Communications and the relevant Network Provider(s) for any Losses, whether direct, indirect, or consequential, arising from the sale or use of the Products, Systems and any other services and systems provided by the Customer to other Customer Entities.

8. **Obligations of the Customer**

8.1 The Customer is responsible for managing its SIM(s) and/or any Hardware used in connection with the provision of the Services to other Customer Entities. The Customer acknowledges and agrees that the Platform provides access, amongst other things, to the status of the Customer's SIM(s) and provides for management of such

SIM(s) for activations, cancellations and other services as set out in the Agreement.

8.2 The Customer shall, and shall ensure that all other Customer Entities shall, comply with the terms of the Acceptable Use Policy.

8.3 The Customer shall, throughout the Term:

(a) make available appropriate personnel to liaise with Millbeck Communications to enable Millbeck Communications to provide the Products in accordance with the terms of the Agreement;

(b) promptly provide Millbeck Communications, on request, with all information, assistance, materials and resources that Millbeck Communications may reasonably require from time to time in connection with the performance of its obligations under the Agreement;

(c) provide all necessary access to the Customer's site(s) (including such access as required by Network Providers) to enable Millbeck Communications to comply with its obligations under the Agreement;

(d) save to the extent that clause 7.1 applies to the Customer acting as a Reseller, use the Products only for the Customer's own internal use;

(e) obtain and maintain all relevant licences, permits and/or authorisations, with respect to the receipt and any onward provision of the Products;

(f) maintain the Customer's own equipment, systems, services and/or software in good order and, where applicable, in accordance with the relevant manufacturer's guidelines;

(g) promptly inform Millbeck Communications of any defects in the Hardware, SIMs and/or Millbeck Communications performance of the Services after such defects come to the attention of the Customer;

(h) comply and ensure that the Customer Entities comply with any conditions notified by Network Providers and/or Millbeck Communications regarding the use of the Products;

(i) inform Millbeck Communications immediately if the Customer's name, address or bank account changes; and

(j) inform Millbeck Communications immediately if any of the Customer's SIM(s) are lost or stolen or the Customer becomes aware of any unauthorised use of any Products by calling the Helpdesk and thereafter confirm the details in writing.

8.4 Without prejudice to clause 7.1(f) above, and any other relevant clause in the Agreement, the Customer understands and agrees that: (i) it has no contractual relationship with the Network Provider; (ii) it is not a third party beneficiary of any agreement between Millbeck Communications and the Network Provider; (iii) the Customer shall not, and shall procure that each other Customer Entity shall not, make any claim in connection with the Agreement and/or any Products (whether for breach of contract, negligence or other tortious claims or otherwise) against the Network Provider; and (iv) the Network Provider has no Liability of any kind to any Customer Entity.

8.5 Millbeck Communications shall be entitled to rely on the Customer's failure to comply or delaying in complying with any of the Customer's obligations in this clause and/or any other Customer obligations in this Agreement as relieving Millbeck Communications performance under the Agreement if such non-compliance restricts or precludes performance of the Services by Millbeck Communications.

8.6 Without prejudice to clause 8.5, if the Customer fails to perform or delays in performing any of its obligations as required pursuant to the Agreement, then:

(a) Millbeck Communications will be entitled to extend the timeframe for performance of Millbeck Communications obligations under the Agreement which relate to and/or are dependent on such performance by the Customer by such period as determined by Millbeck Communications (not acting unreasonably); and

(b) the Customer will reimburse Millbeck Communications for all reasonable costs and expenses incurred by Millbeck Communications and/or any Network Provider as a result of such failure or delay in performance.

9. **Platform(s)**

9.1 Subject to clause 15.1 and without prejudice to clause 8.1:

(a) each Platform is provided to the Customer on an "as is" basis;

(b) Millbeck Communications makes no representations, guarantees or warranties as to the availability or accuracy of any Platform or information contained therein;

(c) the Customer's access and use of the Platform(s) will be governed by the relevant Connectivity Management Platform Terms and the Acceptable Use Policy;

(d) Millbeck Communications reserves the right to restrict or remove access by the Customer of any Platform(s), or to change the look, feel, availability, functionality or content of any Platform (in whole or in part) at any time provided that Millbeck Communications provides a reasonable alternative means for the Customer to be informed of the status of the Customer's SIM(s) and manage activations, cancellations and other services as set out in the Agreement in respect of such SIM(s); and

(e) the Customer acknowledges that all information on each Platform is for guidance and information purposes only and cannot be relied on by the Customer for any invoicing or otherwise (for the avoidance of doubt, any invoices issued by Millbeck Communications to the Customer are based on documented network usage reports).

10. **Product warranties and faults**

10.1 Warranties for specific Products are set out in the relevant Product Schedule(s).

10.2 The Customer acknowledges and accepts that it is technically impracticable for Millbeck Communications to provide fault-free Products and Millbeck Communications does not guarantee that the Products will be free of faults or interruptions, that the Products will be free of errors, omissions or other issues or that the Products will be timely or secure.

10.3 The Parties agree that subject to the provisions of clause 15.1, Millbeck Communications 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 its obligations in clause 8;

(b) matters beyond Millbeck Communications reasonable control, pursuant to clauses 4.4, 4.5 and 10.2;

(c) any costs, expenses, wasted expenditure, wasted time or economic loss including administrative and overhead costs incurred by or on behalf of the Customer in connection with the replacement of any SIMs or Hardware;

(d) any defect, fault, breakdown, compatibility issues or other failure of any equipment, systems, services and/or software provided by any Customer Entity or their agents, subcontractors (including any Reseller) or other third parties (whether to Millbeck Communications or any Customer Entity) and used with the Products; or

(e) any acts or omissions of any Customer Entity or their agents, subcontractors or other third parties in respect of the Products (including, any Reseller).

10.4 **Over-the-air Updates:** An over-the-air (OTA) update is the wireless delivery of new software, firmware or other data to mobile devices**.** Millbeck Communications and each Network Provider reserves the right to update a SIM over-the-air (such updates may be required for new releases, functionality, or for intellectual property issues, or national regulations) as follows:

(a) Millbeck Communications shall provide the Customer with reasonable advance notice of any such planned update (except in cases where Applicable Law 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. The Customer hereby expressly consents to any OTA updates and the Customer shall make and procure to make such consent binding on any owner of such equipment/SIM user through a relevant licensing agreement or by other equivalent means. Where such consent is not obtained, Millbeck Communications and/or any relevant Network Provider shall have the right to suspend transmission to and from the relevant SIM(s).

(b) Both Millbeck Communications and each relevant Network Provider retain the right at all times to suspend or deactivate any non-upgraded SIM(s), and neither Millbeck Communications nor any Network Provider accepts any Liability for any consequences of such suspension.

10.5 Subject to clause 15.1, Millbeck Communications shall have no Liability for services, systems and equipment provided by the Customer or any third party which constitute:

(a) a component of the Products; or

(b) a component of other systems, equipment or services provided by the Customer and/or any third party to the

Customer and/or any other Customer Entities, and/or any Losses arising out of or in connection with their use.

10.6 Subject to clause 15.1, all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms that are not expressly set out in the Agreement are excluded to the maximum extent permitted by law.

11. Payment

11.1 The Customer shall pay to Millbeck Communications the Charges. Where applicable, the Charges shall include sums incurred as a result of going over the inclusive allowance for any Tariff (and/or any charges above the normal line rental as set out in the Tariff Addendum). The Product Schedules set out further information on the Charges payable as a result of going over an inclusive allowance depending on the agreed Tariff or solution. For low value Orders, Millbeck Communications may require the Customer to pay a Minimum Service Charge per month.

11.2 **Payment Terms:** The following terms apply to the payment of the Charges (unless modified on the Master Agreement Form):

(a) in each case as applicable, Millbeck Communications may invoice the Customer:

(i) in advance in respect of:

(A) the provision and delivery of SIMs and Hardware; and/or

(B) any fixed Charges associated with Services (including as relate to line rental and access to the Platform);

(ii) monthly in arrears in respect of any:

(A) variable usage Charges arising in respect of Services; and/or

(B) Value Added Services;

(b) Millbeck Communications standard payment terms are fourteen (14) days from the date on which Millbeck Communications invoice is issued;

(c) the Customer shall complete the direct debit payment form which is attached to the Master Agreement Form as a condition of Millbeck Communications supplying the Products and thereafter the Customer shall pay the Charges by monthly direct debit;

(d) Millbeck Communications shall not be required to issue invoices via any Customer portal unless expressly agreed by Millbeck Communications in writing; and

(e) where it has been expressly agreed by Millbeck Communications in the Master Agreement Form that the Customer can make non-direct debit payments, these shall be paid within fourteen (14) days of the date of Millbeck Communications invoice.

11.3 If the Customer cancels any direct debit, Millbeck Communications may, at its discretion, impose an administration charge (as set out in the Price List) which is

payable within ten (10) Business Days of the cancellation of the direct debit facility.

11.4 In addition to any other rights and remedies available to Millbeck Communications, Millbeck Communications reserve the right to impose a surcharge (as set out in the Price List) for the late payment of any invoice or if a direct debit is returned unpaid.

11.5 **Price List:** Standard Charges which may be applicable to an Order (such as administrative fees) will be as set out in the Price List in effect on the acceptance of the Order. Millbeck Communications reserves the right to update the Price List from time to time during the Term to reflect new services or modifications to existing Products impacting those standard Charges.

11.6 **Change in Charges before Commencement Date:** Millbeck Communications reserves the right to increase the Charges where the Customer is notified of any increase in the costs and expenses of Millbeck Communications (for example as a result of exchange rate fluctuations or an increase in the cost of SIMs) prior to the applicable Commencement Date. In these circumstances, the Customer can choose to cancel the Services in respect of any affected SIMs by giving notice to Millbeck Communications in advance of the applicable Service Start Date relating to the relevant SIMs if it does not agree to the changes proposed.

11.7 **Annual Change to Charges:** Millbeck Communications reserves the right on providing at least one month's prior notice, to increase the Charges no more than once in a calendar year on the following basis:

(a) **Index-based increases:** Millbeck Communications reserves the right to increase the Charges by not more than the current Harmonised Index of Consumer Prices (HICP) published by Eurostat (or such alternative index as Millbeck Communications may notify to the Customer in writing from time to time) plus 3%.

11.8 **Other Changes to Charges during Term:** The Parties acknowledge that the Charges are subject to change based on economic factors, including inflation and third party changes to the underlying services. The following applies to changes to the Charges occurring after the applicable Commencement Date:

(a) **Third party changes:** Millbeck Communications reserves the right, on providing reasonable notice to the Customer, to change the Charges any time after the Service Start Date in the following circumstances:

(i) where a Tariff is no longer available to the Customer, provided that Millbeck Communications will use reasonable endeavours to supply an alternative Tariff; or

(ii) to reflect a change in price from the Network, any changes to Roaming agreements, a change in costs of the business, materials or Products imposed on Millbeck Communications by a third party, or additional charges levied by third party suppliers as a result of those changes; and/or

(iii) for any additional service, or part of a service, that does not form part of the Services being delivered to the Customer at the relevant time.

(b) **Hardware**: Millbeck Communications reserves the right to increase the Charges in respect of Hardware (including as relate to handling, packing and/or delivery of the Hardware) on providing reasonable notice any time before the Delivery Date due to:

(i) any requests by the Customer to change the proposed delivery date, quantities or types of Hardware ordered; or

(ii) any delays caused by instructions received by the Customer or failure of the Customer to provide adequate or correct information.

(c) **Other changes:** Millbeck Communications reserves the right on providing reasonable notice to change the Charges to reflect changes arising from factors beyond Millbeck Communications control, including foreign exchange fluctuations, increases in taxes and duties and any other manufacturing costs or changes directly imposed.

11.9 The Customer acknowledges that in respect of Charges relating to Roaming:

(a) the Network Providers vary their Roaming fees dependent on:

(i) the location of the SIM(s) concerned;

(ii) whether permanent roaming is in effect; and

(iii) whether Roaming is on preferred or non-preferred networks;

(b) the Customer acknowledges that billing increments can vary per Network Provider; and

(c) it is the Customer's responsibility to ensure that the Customer Entities each familiarise themselves with the billing increments and the data usage Charges for roaming SIMs (the applicable charges shall be detailed in the Tariff Addendum (subject to clauses 11.7 and 11.8)).

11.10 **Committed Volumes:** If the Customer does not order the Committed Volume by the specified date (or during the relevant specified period), Millbeck Communications shall be entitled to invoice and the Customer shall be required to pay an amount equal to the shortfall between the Charges actually incurred in respect of the Committed Volume and the Charges that would be due for the whole Committed Volume.

11.11 All amounts due from the Customer under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11.12 Should the Customer in good faith dispute any of the Charges it must notify Millbeck Communications of such disputed amount within seven (7) calendar days of receipt of the relevant invoice. The Customer acknowledges that this deadline reflects that Millbeck Communications has only a limited timeframe in which to raise any billing queries with Network Providers. The Parties shall discuss such dispute under the Escalation Procedure set out in Clause 16. If no dispute is raised within seven (7) calendar days the invoice will be deemed accepted by the Customer. The Customer shall not withhold payment of any undisputed Charges set out in the queried invoice, or any other invoice, by reason of such billing query, which will avoid any interruption to the service being provided.

11.13 Millbeck Communications may, at its sole discretion (acting reasonably) and at any time in order to protect itself or the Products, or in cases where it has reasonable cause to

believe the Products are being used in a manner not permitted by the Agreement:

(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 being used on any overseas networks.

If the Customer wishes to vary any limit or cap pursuant to 11.13(a) or enable the use of the SIM on any overseas networks pursuant to 11.13(b) the Customer should contact Millbeck Communications to discuss the matter further. Subsequent changes are at Millbeck Communications discretion.

11.14 The Customer acknowledges that Millbeck Communications may undertake, and the Customer consents to Millbeck Communications undertaking credit checks to determine the Customer's creditworthiness and that Millbeck Communications may refuse to accept any Master Agreement Form from the Customer, or vary any existing Master Agreement Form terms and/or apply usage limits (including, where appropriate, suspending the provision of Products) to any one or more SIMs, where Millbeck Communications in its discretion determines that the creditworthiness of the Customer warrants Millbeck Communications taking such action.

11.15 Millbeck Communications may at any time (acting reasonably in circumstances where it deems it necessary) require the payment of a non-interest bearing deposit:

(a) as a condition of delivering, or continued delivery of, Services, to one or more SIMs, to the Customer;

(b) to release any bar on a SIM being used on overseas networks;

(c) as a condition of increasing any maximum limit imposed by Millbeck Communications 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.

Before any deposit is requested the Customer would first be consulted. The deposit will not normally exceed four (4) months' Charges calculated by reference to the Customer's actual usage (or forecasted usage for new Customers) of Services. Any deposit paid by the Customer will be repaid when the Agreement ends or earlier if Millbeck Communications agrees to such repayment (but Millbeck Communications reserves the right in its sole discretion in such circumstances to reinstate any bar or other limit in force in respect of the Customer).

11.16 Any advance payments made by the Customer shall be held by Millbeck Communications as a deposit in accordance with clause 11.15. Notwithstanding any purported contrary appropriation by the Customer, Millbeck Communications will be entitled, by giving written notice to the Customer, to appropriate any payment by the Customer (including any advance payments) to any invoice issued by Millbeck Communications.

11.17 If the Customer fails to pay in full when due any sum payable to Millbeck Communications under the 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 at the statutory rate (or equivalent rate) set in accordance with Applicable Laws. Such interest shall accrue from day to day and shall be compounded monthly. For the avoidance of doubt, where Millbeck Communications has agreed to send copy invoices via a Customer portal under clause 11.2(d), any failure of that portal to accept or load an invoice shall not excuse the Customer from its Liability to pay the Charges; such Customer must accept an invoice via email.

11.18 Please note that Millbeck Communications bank details are as initially communicated on customer set up. If the details are changed, or if in any doubt, the Customer should check the bank details with Millbeck Communications by calling our main phone number (front page) before paying any invoice or direct debit.

12. Reporting

12.1 The Customer acknowledges that the Platform provides access, depending on the type of Products purchased, to the Customer's data usage and invoices.

12.2 If the Customer has a specific query relating to the data usage of a SIM (which is available on the Platform as above) and Millbeck Communications deems such query to be reasonable, the Customer is entitled to request from Millbeck Communications a detailed report showing the itemised data usage that SIM; Millbeck Communications reserves the right to charge a fee (as set out in the Price List) for the provision of any such report. In the event of any dispute regarding data usage of a SIM Millbeck Communications and (if applicable) the relevant Network Provider's usage data shall be binding on the Customer and Millbeck Communications.

12.3 Millbeck Communications reserves the right to charge a fee (as set out in the Price List) for the manual provision of any copy invoice(s) requested by a Customer, where such invoice(s) are made available through the Platform.

13. Changes to Services and the Agreement

13.1 **Numbers:** The Customer acknowledges that due to the nature of Machine-to-Machine Services, the number relating to a SIM is not a personal number and Millbeck Communications does not guarantee that any number will remain allocated to the Customer. Millbeck Communications reserves the right to change, reallocate, withdraw the Customer's number from time to time as a result of Applicable Law or instructions from a regulatory authority or where required by a Network Provider, but will take reasonable steps to minimise any disruption to Customer. Millbeck Communications will inform the Customer if this circumstance arises.

13.2 **Transfers:** The Customer can apply to transfer the mobile phone number relating to a SIM that is connected to a Network Provider under the Agreement to another customer (for example as part of a transfer of ownership of the Customer) or to another Network Provider. In such circumstances, and subject to any technical or operational restrictions or requirements, Millbeck Communications shall transfer Customer's telephone number(s) according to Applicable Law and subject to Millbeck Communications change of ownership or porting process, set out in more detail in the Product Schedules, including any associated costs of such transfer.

13.3 **Changes by Networks:** The Customer accepts that the Products rely on Millbeck Communications receiving the service from the Network Providers. From time to time, with updates in technology, certain Products may be made obsolete or discontinued by the Network Provider. Millbeck Communications does not offer any guarantee about the availability or quality of such services. Millbeck Communications reserves the right, acting reasonably and in good faith, to make modifications to the Products for any reason and in line with changes of legal, commercial and/or technical parameters, as may be required to

address any changes imposed by the Networks which affect the Products, including OTA updates (see clause 10.4) or suspension or termination of certain Products in accordance with these General Terms. Millbeck Communications reserves the right to change and/or remove solution elements or underlying components within the Products from time to time (including in relation to areas of coverage) in order to maintain service quality and/or where such elements are no longer provided by the relevant Network Provider.

13.4 **Change to General Terms, AUP and Product Schedules:** In addition to changes made in accordance with clause 13.3 (and without prejudice to the rights for Millbeck Communications to change the Charges pursuant to clauses 11.6 to 11.8) and subject to any bespoke terms which have been expressly agreed in writing with the Customer, Millbeck Communications may modify these General Terms, Acceptable Use Policy, Product Schedules and/or the Code of Conduct from time to time by Millbeck Communications giving notice of such changes in accordance with clause 13.6. Millbeck Communications will publish the updated terms on the Website.

13.5 **Change to reflect Applicable Laws:** Other than as set out in clauses 13.3 to 13.4 above, Millbeck Communications reserves the right to change the terms of the Agreement (including the Regulatory Schedule) by giving the Customer written notice of the same to reflect any change in Applicable Laws or any discussions, proposals, negotiations or any other steps taken by the local government or a body in any other jurisdiction. Such a change made as a result of a change in Applicable Laws shall not, except to the extent required by Applicable Law, terminate or alter (or give any Party a right to terminate or alter) the Agreement or invalidate any of its terms or discharge or excuse performance under it. If there is an inconsistency between the provisions of this clause and any other provision of the Agreement, the provisions of this clause shall prevail.

13.6 **Notice of Changes:** Unless the proposed change (including any change(s) proposed pursuant to clauses 13.3 to 13.4) is a Beneficial Change, or a change made in accordance with clauses 11.7-11.8 or 13.5 ("**Excepted Changes**") the following will apply:

(a) Millbeck Communications will provide at least one month's notice (the "**Change Notice Period**") to the Customer of a change(s) or modification(s), as applicable (which may be notified via invoice or via the Platform), save where a change and/or removal is an emergency change or otherwise undertaken by the Network Provider on short notice in which case Millbeck Communications will inform the Customer of the relevant change and/or removal as soon as practicable;

(b) if a Customer has reasonable concerns with such changes or modifications (excluding Excepted Changes), it may serve written notice to Millbeck Communications within the Change Notice Period disputing the change and/or modification (including, as applicable, which terms it disputes) ("**Disputed Terms Notice**"). On receipt of a Disputed Terms Notice, Millbeck Communications will contact the Customer to discuss how to resolve the disputed terms where possible;

(c) during the Change Notice Period the previously applied terms will continue to apply; and

(d) for the avoidance of doubt, except for Relevant Customers (pursuant to clause 13.8 below), no changes or modifications shall give any Party a right to terminate the Agreement or invalidate any of its terms or discharge or excuse performance under it.

13.7 Changes for an Excepted Change will take effect from Millbeck Communications giving written notice of such change to the Customer.

13.8 Without prejudice to clause 13.6 above, a Relevant Customer (as defined in the Regulatory Schedule) should follow the Change Notice Process for Relevant Customers set out in section 4 of the Regulatory Schedule.

13.9 If the Customer continues to use the Products after the expiry of the Change Notice Period, without having issued a Disputed Terms Notice, it accordingly agrees to be bound by such change(s) and/or modifications (as applicable) from that date.

14. Indemnities and Conduct of Claims

14.1 Each Party shall indemnify the other Party for Intellectual Property Rights infringement as more fully set out in clauses 19.4 and 19.5.

14.2 The Customer shall indemnify Millbeck Communications Limited, each member of Millbeck Group Limited and each Network Provider (where relevant) against all claims, proceedings, demands, actions and Losses that Millbeck Communications Limited, each member of Millbeck Group Limited, each Network Provider and/or each of their employees, officers, workers or contractors does or will incur or suffer in each case arising out of or in connection with:

(a) use of the Products for Safety Critical Uses by any Customer Entities;

(b) any failure by any Customer Entity to comply with the terms of the Acceptable Use Policy; and

(c) any breach by the Customer of clauses 15.8(a) and 15.8(b).

14.3 A Party wishing to take advantage of an indemnity clause under the Agreement (the "Indemnified Party") must comply with the following provisions; the Indemnified Party must: (i) promptly inform the indemnifying Party of the claim and provide written details of the actual or potential claim; (ii) if requested, give the indemnifying party full control of the claim; (iii) unless otherwise agreed, not publicly say anything about the claim; (iv) not admit liability or do anything that may harm the indemnifying Party's defence of the claim; (v) not settle the claim without the indemnifying Party's prior written consent (not to be unreasonably withheld or delayed); and (vi) gives the indemnifying Party all reasonable assistance to defend or contest the claim.

15. Liability and remedies

15.1 Nothing in the Agreement shall be deemed to exclude or limit the Liability of either Party:

(a) that cannot be excluded or restricted in the Agreement in respect of death or personal injury resulting from negligence;

(b) for fraud or fraudulent misrepresentation (by the party or on its behalf); or

(c) any matter for which it is not permitted by Applicable Law to exclude or limit, or to attempt to exclude or limit, its Liability.

15.2 Without prejudice to clause 15.1, the limitations or exclusions of Liability in this clause shall not apply to any Liability of:

(a) either party which arises out of or in connection with the indemnity set out in clauses 19.4 or 19.5 (Intellectual Property Rights); or

(b) the Customer arising out of or in connection with:

(i) its payment obligations; or

(ii) the indemnities contained at clause 14.2.

15.3 In no event will either Party or its Affiliates have any Liability for any: (i) indirect, special, consequential or punitive damages; (ii) loss of profit, revenue, business or other economic advantage; (iii) loss of goodwill or reputational damage; (iv) loss or corruption of data or information; or (v) loss arising from business interruption, (in each case whether direct, indirect or consequential) even if that Party was aware of the possibility of such damage or loss when they entered into the Agreement or any Order.

15.4 Subject to the other terms of this clause 15, each Party's maximum aggregate Liability is limited to the lower of: (a) £1,000,000 or (b) one hundred per cent (100%) of the Charges payable by the Customer under the Agreement in the twelve (12) months immediately preceding the incident which gave rise to the claim.

15.5 The cap on the Customer's Liability in clause 15.4 does not apply to any sums properly due and payable by the Customer under the Agreement and any such sums will not be taken into account in assessing whether any of the financial limit in clause 15.4 has been reached.

15.6 Subject to clause 15.1 and without prejudice to clauses 10.3 to 10.5 (inclusive) and 15.3, Millbeck Communications shall have no Liability (whether foreseeable or not) for any:

(a) Losses arising from any act, omission or failure by a Network Provider or any other provider of electronic communications services; or

(b) Losses incurred by, or Liability of the Customer to, any third parties (including the Customer Entities); or

(c) Losses arising from any Customer Entity's breach of the Acceptable Use Policy.

15.7 The Customer acknowledges that the Agreement creates no legal relationship between the Customer and the Network Providers. To the fullest extent permitted by law, all Liability of the Network Providers in contract, tort (including negligence) or howsoever else arising under or in connection with the Agreement is excluded.

15.8 The Customer shall:

(a) not take any action in relation to the Agreement directly against any Network Provider, member of Millbeck Group Limited (other than Millbeck Communications) and/or any of their employees, officers, workers or contractors; and

(b) procure that no Customer Entity will take action in relation to the Agreement to recover damages, compensation or payment or remedy of any other nature (whether for breach of contract, negligence or other tortious claims or otherwise) directly against Millbeck Communications Limited, any member of Millbeck Group Limited, any Network Provider and/or any of their employees, officers, workers or contractors.

16. **Escalation Procedure**

16.1 If there is a Dispute in relation to the Agreement, the Parties shall attempt to negotiate and settle the dispute amicably in accordance with this clause 16. Subject to clause 16.3, neither Party may during the Term commence proceedings in relation to a Dispute unless that Party has:

(a) served a written notice (a "**Referral Notice**") on the other Party notifying it of the relevant Dispute; or

(b) already received a Referral Notice from the other Party in relation to the same Dispute.

16.2 Following service of a Referral Notice in relation to a Dispute, the following escalation process shall be followed:

(a) the matter shall in the first instance be referred to the Millbeck Communications Account Manager and a Customer employee of corresponding seniority;

(b) if the matter is not resolved at that level within twenty (20) Business Days of the matter having first been referred, then the matter may be escalated to Senior Management of Millbeck Communications and a Customer employee of corresponding seniority;

(c) if the matter is not resolved at that level within twenty (20) Business Days of such referral, then the matter may be referred to the relevant Managing Director of Millbeck Communications and a Customer employee of corresponding seniority; and

(d) if the matter is not resolved at that level within twenty (20) Business Days of such referral to it then the matter may be referred to the courts.

16.3 Nothing in this clause 16 will prevent or delay either Party from:

(a) seeking orders for specific performance, interim or final injunctive relief;

(b) exercising any rights it has to terminate the Agreement; or

(c) commencing any proceedings where this is necessary to avoid any loss of a claim due to the rules on limitation of actions.

17. **Force Majeure**

17.1 Subject to sub-clause 17.2, neither Party shall be deemed to be in breach of the Agreement, or otherwise have Liability 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.

17.2 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.

17.3 If a Party 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 other Party shall be at liberty to terminate the Agreement with immediate effect by serving a written notice on the Party affected. The service of such notice

shall be without prejudice to any rights or obligations which have accrued prior to such termination.

18. **Fraud and Security**

18.1 The Customer accepts and acknowledges that the Products are not guaranteed to be secure and Millbeck Communications does not guarantee the prevention or detection of any unauthorised attempts to access the Products. It is the Customer's responsibility to take such precautions as it considers appropriate for itself and Customer Entities to protect data from data breaches, cyber-attacks, fraud, viruses and other interference and interception of its communications. Millbeck Communications has set out key considerations in respect of certain solutions in the relevant Product Schedule.

18.2 The Customer acknowledges that Millbeck Communications has no control of a Customer's equipment configuration, device security or other feature services enabled. The Customer is therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.

18.3 The Customer must ensure that usernames, passwords or PINs used by it and all other Customer Entities in connection with the Products are kept confidential and are only used by authorised users. The Customer will inform Millbeck Communications immediately if the Customer knows or suspects (or ought reasonably to know or suspect) that a username, password or PIN has been disclosed to an unauthorised user or is being used in an unauthorised way.

18.4 Millbeck Communications reserves the right: (i) to suspend usernames and password access to the Products if at any time Millbeck Communications thinks that there has been or is likely to be a breach of security; and (ii) to require the Customer to change any of the passwords the Customer's uses in connection with the Products.

18.5 Any assistance given by Millbeck Communications in relation to fraudulent and/or unauthorised use by the Customer or third parties (or the prevention of such use) will be as a gesture of goodwill and no Liability can be accepted by Millbeck Communications or any Network Provider for any Charges or other Losses resulting from fraudulent and/or unauthorised use of equipment or Products sustained by any Customer Entity or any third parties that are beyond Millbeck Communications reasonable control (save for any fraud and/or authorised use by an employee of Millbeck Communications acting in that capacity). The Customer agrees to pay all additional Charges related to such fraudulent and/or unauthorised use.

19. **Intellectual Property Rights**

19.1 All data, documents, property and Intellectual Property Rights in the Products including all right, title and interest in and to all documents, data, specifications or other items relating to the Products or which is supplied or otherwise furnished to the Customer in connection with the performance of the Agreement (including any outputs from Professional Services), shall vest in and shall remain the exclusive property of Millbeck Communications, the relevant Network Provider(s) or its or their third party licensors, as applicable. The Customer and its licensors shall retain ownership of all Intellectual Property Rights in the Customer Materials.

19.2 The Customer shall not and shall use all reasonable endeavours to procure that all other Customer Entities shall not:

(a) claim ownership of any Intellectual Property Rights in relation to or created pursuant to the Products; and/or

(b) 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 Products.

19.3 The Customer acknowledges that it shall have no express or implied right to use, modify, adapt or otherwise exploit Millbeck Communications, 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 Hardware and SIMs for their intended purpose and benefitting from the Services in accordance with the Agreement.

19.4 If the Customer's use of a Product and/or any Deliverable in accordance with the terms of the Agreement is proven to infringe a third party's Intellectual Property Rights, Millbeck Communications will indemnify the Customer against all Losses finally awarded against Customer in connection with any claim or action against Customer by any third party that the use by Customer of such Product or Deliverable (or any part of such Product or Deliverable) infringes such third party's Intellectual Property Rights, provided that this indemnity will not apply to any part of a claim that results from, or is connected with: (a) Customer's combination or use of any part of the Product or Deliverable with devices, products, software or another service which Millbeck Communications has not supplied; (b) the Customer modifying or replacing the Product and/or Deliverable without Millbeck Communications permission; (c) Millbeck Communications use of Customer Materials in connection with the Products and/or Deliverables; (d) any content, designs or specifications that have not been supplied by Millbeck Communications, or on Millbeck Communications behalf; (e) the Customer's failure to adopt modifications or replacements made by Millbeck Communications to the Products and/or Deliverables to avoid potential infringement of the third party's Intellectual Property Rights; (f) Customer's failure to follow Millbeck Communications instructions in relation to a Product and/or Deliverable; or (g) Customer's breach of the Agreement.

19.5 The Customer shall indemnify and hold Millbeck Communications harmless against all Losses, in each case arising out of or in connection with any:

(a) breach (including any claim(s) arising from any breach) of clause 19.2 above;

(b) claim or proceeding made, brought or threatened against Millbeck Communications by any third party that the use by Millbeck Communications of all or any part of any Customer Materials infringes the Intellectual Property Rights of that third party or of another person; and/or

(c) Network Providers' and/or any other third parties' claim(s) for infringement of Intellectual Property Rights that result from or are connected with the matters detailed in 19.4(a) to (g) above.

The Customer shall notify Millbeck Communications 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 any Products and/or Deliverables and the Customer shall provide (and shall use all reasonable endeavours to procure that the Customer Entities shall provide) Millbeck Communications with all assistance which Millbeck Communications may reasonably require in connection therewith.

20. **Confidentiality**

20.1 Each Party may have access to Confidential Information of the other Party under the Agreement. A Party's Confidential Information shall not include information that:

(a) is or becomes publicly known through no act or omission of the receiving Party; or

(b) was in the other Party's lawful possession prior to the disclosure; or

(c) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; or

(d) is independently developed by the receiving Party, which independent development can be shown by written evidence.

20.2 Subject to clause 20.4, each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to

any third party or use the other's Confidential Information for any purpose other than to perform its obligations under the Agreement.

20.3 Each Party agrees to take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

20.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause, it takes into account the reasonable requests of the other Party in relation to the content of such disclosure.

20.5 This clause shall survive termination of the Agreement for any reason.

21. **Data Protection**

21.1 Both Parties will comply with all applicable requirements of the Data Protection Laws. This clause 21 is in addition to, and does not relieve, remove or replace, a Party's obligations or rights under Data Protection Laws.

21.2 The parties acknowledge that for the purposes of the Data Protection Laws, the Customer is the Data Controller of the content of any communication made or transmitted via the Products and of any Personal Data of Customer Entities processed in connection with the provision of the Products as envisaged by the Agreement, and Millbeck Communications (and any relevant members of Millbeck Group) is the Processor of Personal Data in connection with the Agreement. The Schedule at the end of this Agreement sets out the scope, nature and purpose of processing by Millbeck Communications, the duration of the processing and the types of Personal Data and categories of Data Subject.

21.3 Without prejudice to the generality of clause 21.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Millbeck Communications and/or lawful collection of the Personal Data by Millbeck Communications on behalf of the Customer for the duration and purposes of this Agreement.

21.4 Without prejudice to the generality of clause 21.1, Millbeck Communications shall, in relation to any Personal Data processed in connection with the performance by Millbeck Communications of its obligations under this agreement:

(a) process that Personal Data only on the documented written instructions of the Customer unless Millbeck Communications is required by UK Law or EU Law to otherwise process that Personal Data. Where Millbeck Communications is relying on UK Law or EU Law as the basis for processing Personal Data, Millbeck Communications shall promptly notify the Customer of this before performing the processing required by the UK Law or EU Law unless the UK Law or EU Law prohibits Millbeck Communications from so notifying the Customer;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the UK (when UK GDPR applies) or EEA (when EU GDPR applies) unless the following conditions are fulfilled:

(i) the Customer or Millbeck Communications has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) Millbeck Communications complies with its obligations under the Data Protection Laws by providing an adequate level of protection to any Personal Data that is transferred; and

(iv) Millbeck Communications complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

(e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the agreement unless required by UK Law or EU Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of Millbeck Communications, an instruction infringes the Data Protection Laws.

21.5 The Customer consents to Millbeck Communications appointing the Sub-Processors as a third-party processor of Personal Data under this agreement. Millbeck Communications confirms that it has entered or (as the case may be) will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause and in either case which Millbeck Communications undertakes reflect and will continue to reflect the requirements of the Data Protection Laws. As between the Customer and Millbeck Communications, Millbeck Communications shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

22. Suspension

22.1 Without prejudice to clauses 4.11, 10.4, 11.13, 11.14 and/or 18.4, Millbeck Communications may suspend the Products (including Services, or any SIM, and/or delivery of any Hardware) if any one or more of the following occur:

(a) the telecommunications network and other infrastructure in place supporting the Products 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) a Network Provider ceases to provide a service and/or tariff which is required to enable Millbeck Communications to provide any Service and/or Tariff to the Customer and the Parties have not agreed in writing that Millbeck Communications will provide an alternative Tariff and/or Service in its place;

(c) the Customer fails to provide Millbeck Communications with a copy of the purchase order pursuant to clause 3.5 in advance of the relevant Services being performed and/or Hardware and/or SIMs being delivered;

(d) Millbeck Communications does not receive full payment of any Charges due pursuant to the Agreement in accordance with the payment terms set out in clause 11 (subject to any billing dispute in respect of any invoice made in accordance with clause 11.12), in which case clause 24.4 shall apply;

(e) Millbeck Communications believes or has reasonable grounds to suspect that a Customer Entity's equipment or SIM(s) are being used fraudulently or illegally, or there has been such significant deviation in usage that Millbeck Communications reasonably suspects misuse, or if they have been lost or stolen (in which case the Charges remain payable until Millbeck Communications is notified of such fraudulent or illegal use pursuant to clause 8.3(j));

(f) a Customer Entity fails to comply with the Acceptable Use Policy;

(g) the Customer is otherwise in material breach of the terms of the Agreement, or Millbeck Communications reasonably anticipates that one of the events referred to in clause 23.3 is about to occur;

(h) as Millbeck Communications considers reasonably necessary to protect the integrity, functionality and/or security of its networks, equipment or services;

(i) at its discretion in relation to SIM(s) if it suspects that they have been tampered with, in any way which could render billing information inaccurate; or

(j) in the event that the provision of Products would fail to comply with Applicable Law, breach any Export Rules and/or infringe any Sanctions.

22.2 Subject to clause 22.3 below, suspension of the Products shall not affect the continuation of the Agreement or the Customer's obligation to pay the Charges which shall continue to be due and payable during any suspension.

22.3 If the Products are suspended pursuant to clause 22.1(a) or 22.1(b) for more than three (3) consecutive days, Millbeck Communications shall suspend the Charges for the remainder of the period of unavailability.

23. Termination

23.1 **Ending Services before supply:** The Customer is entitled to cancel an Order for SIM(s) by completing and submitting a Cancellation Request to Millbeck Communications provided that Millbeck Communications receives the Cancellation Request at any time prior to the point in time when the SIMS are delivered and/or related Services are first supplied (whichever the earlier). If the cancellation has any impact on Committed Volumes, obligations that Millbeck Communications has to a Network Provider in respect of those SIMs or otherwise affects the agreed Charges, Millbeck Communications may amend or impose Charges to reflect this. Millbeck Communications may cancel an Order at any time until despatch on providing written notice to the Customer.

23.2 **Ending Services during or after supply:** The Customer may cancel Services by completing and submitting a Cancellation Request to Millbeck Communications. Provided that all termination fees payable in accordance with clause 24.3 have been received by Millbeck Communications, such termination shall be effective thirty (30) days after Millbeck Communications approval of the Cancellation Request. Notwithstanding the foregoing, the thirty (30) days may be adjusted for some value added services as stated in the value added service order form.

23.3 **Ending the Agreement or Services for cause**: Without prejudice to any other rights or remedies which that Party may have, each Party may by written notice to the other Party immediately terminate the Agreement and/or any affected Orders or Services:

(a) if the other Party commits a material breach of any of the provisions of the Agreement and, in the case of a remediable breach, has failed to remedy the breach within thirty (30) calendar days of being notified of such breach by the Party seeking to terminate; or

(b) the other Party commits an irremediable material breach of the Agreement;

(c) if the other Party: (i) is unable to pay its debts; (ii) ceases or threatens to cease to carry on the whole or a substantial part of its business or appears, in the reasonable opinion of the other Party, to be likely to cease to trade; (iii) makes or offers to make any arrangement or composition with its creditors or if any steps or actions are taken in connection with the making of a composition with its creditors; any petition is presented or made against that other Party or any resolution or petition to wind up that other Party (being a limited company) is issued or passed or presented otherwise than for reconstruction or amalgamation; in respect of a voluntary arrangement, proposes a company voluntary arrangement or if any steps or actions are taken in connection with the making of a company voluntary arrangement; in respect of a Part A1 moratorium, takes any step or any other person takes any step or action in connection with the entry into a moratorium; in respect of administration, takes any step or any other person takes any step or action in connection with, or gives notice of its intention to appoint an administrator, appoints an administrator or a receiver of their undertaking property or assets or any part thereof, or if any steps or actions are taken in connection with the appointment of an administrator or a receiver in respect of it; or (iv) anything analogous to the foregoing occurs in relation to the other Party in any other relevant jurisdiction.

23.4 **Termination by Millbeck Communications:** Without prejudice to any other rights or remedies which Millbeck Communications may have, Millbeck Communications may by written notice to the other Party immediately terminate the Agreement (in whole or in part, including the whole or part of any Services) where:

(a) Millbeck Communications provides thirty (30) calendar days' written notice to the Customer of such termination, provided this termination for convenience shall not take effect during the Minimum Contract Term; or

(b) subject to any bona fide billing dispute in respect of any invoice made in accordance with clause 11.12, the Customer fails to pay any Charges when due under the Agreement; or

(c) the Customer breaches any of the obligations set out in clause 6 (Representations and Warranties) or clause 8 (Customer Obligations) whether or not such breach is material;

(d) the Customer repeatedly or continuously breaches any of its obligations under the Agreement and such breach or breaches (whether or not material) continue to occur within fourteen (14) days of receipt of a written notice setting out such breach or breaches;

(e) the Products have been suspended by Millbeck Communications pursuant to clauses 22.1(b)-(i) for a continuous period of not less than fourteen (14) days; or

(f) the relevant Network Provider(s) upon which Services are dependent suspends or ceases to make the telecommunications network and infrastructure available; or

(g) where the Products (including any services and/or equipment on which the relevant Products are dependent) are made obsolete or discontinued by the relevant Network Provider or where Millbeck Communications withdraws a Product from the market; or

(h) a Network Provider ceases to provide a service and/or tariff which is required to enable Millbeck Communications to provide any Service and/or Tariff to the Customer and the Parties have not agreed in writing that Millbeck Communications will provide an alternative Tariff and/or Service in its place; or

(i) the provision or continuation of the Products would be in breach of an Applicable Law, Export Rules, Sanctions or the Code of Practice or Code of Conduct; or

(j) the provision of any Products requested by the Customer would require material modification to the Systems.

23.5 The right to terminate the Agreement in this clause 23 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.

24. **Consequences of Termination and Costs**

24.1 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.

24.2 On termination (in whole or in part) of any Products or the Agreement or expiry of the Agreement for any reason, the Customer shall and shall procure that all Customer Entities:

(a) immediately cease to make use of the relevant Products; and

(b) if requested, promptly return to Millbeck Communications all or any SIMs, otherwise destroy all SIMs securely.

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

(a) **Termination by Customer for cause:** If the Customer ends all or part of the Agreement pursuant to clauses 17.3 or 23.3, only the Charges due up to and including the date of the termination of the Agreement (or relevant Service, as applicable) are payable;

(b) **Termination by Customer for convenience or Millbeck Communications for cause**: If the Customer ends all or part of the Agreement (including the whole or part of any Services) pursuant to clause 23.2 and/or Millbeck

Communications ends all or part of the Agreement pursuant to clauses 23.3, 23.4(b), 23.4(c), 23.4(d) or 23.4(e), the following Charges are payable:

(i) all outstanding Charges due up to and including the date of the termination of the Agreement (or relevant Service, as applicable), including all Charges in respect of the Committed Volume that have not yet been paid for by the Customer; and

(ii) an administration fee for each SIM to be terminated (as set out in the Price List), in each case such administration fee levied in respect of Millbeck Communications administrative and other costs of disconnecting the SIM from the Services and the relevant telecommunications network; and

(iii) **Termination during Minimum Contract Term**: If the Minimum Contract Term has not expired (and will not expire during the notice period), the Customer must pay the amount of unpaid line rental and other fixed Charges remaining in respect of each of the relevant Services terminated for the period from the date on which the Agreement (or relevant Service, as applicable) terminates up to and including the last day of the Minimum Contract Term; or

(iv) **Termination after expiry of Minimum Contract Term**: If the Minimum Contract Term of the Agreement (or relevant Service, as applicable) has expired (or will expire during the notice period) the Customer shall pay the amount of the Charges up to and including the date upon which the relevant notice period expires.

24.4 If Products are suspended pursuant to clause 22.1(d) and the Customer requests reconnection (and provided such reconnection is possible with the Network Provider), Millbeck Communications reserves the right to charge an administration fee per SIM reconnected in addition to all arrears in Charges due in respect of the relevant SIM(s); the Charges payable pursuant to this clause must be paid, at Millbeck Communications discretion, as a precondition to such reconnection.

24.5 **Trial Services:** Where a Customer has given notice for a Trial Service in respect of Hardware, all Hardware must be returned to Millbeck Communications at the Customer's expense and in resalable condition in accordance with the RMA process set out in the Hardware Conditions of Sale published on the Website. If the Hardware is not returned in a resalable condition Millbeck Communications reserves the right to withhold and not refund the monies paid in relation to the Hardware. The Customer should comply with clause 24.2 in respect of the SIMs and the Services.

25. Assignment and Subcontracting

25.1 Subject to clause 25.2 (and the SIM transfer mechanism in the Product Schedule for Connectivity Services in respect of the transfer of SIMs), neither Party may assign, transfer, charge, hold on trust for any person or deal in any other manner with any of its rights under the Agreement or any applicable Order(s), in whole or in part, whether by operation of law or otherwise, without the other Party's prior written consent (not to be unreasonably withheld or delayed). Please see the applicable Product Schedules for the process for transferring any Products.

25.2 Notwithstanding the foregoing, Millbeck Communications may assign, transfer, charge, hold on trust for any person and deal in any other manner with any of its rights under the Agreement or any applicable Order(s), in whole or in part, without consent to (a) a successor to all or part of its assets or business or (b) a member of its Group.

25.3 Millbeck Communications may at any time sub-contract or deal in any other manner with all or any of its rights or obligations under the Agreement, provided that it remains primarily liable to the Customer for any acts or omissions of such sub-contractor.

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. No terms of any Customer purchase order, printed or standard conditions, nor other document submitted by the Customer will have contractual effect.

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, Millbeck Communications 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.

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 the Agreement is a gesture of goodwill by Millbeck Communications and shall not prevent Millbeck Communications 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 Agreement and the obligations of the Customer set out in clauses 6.3, 7, 8, 10.4, 14.2, 15.7, 15.8, 18.5 and 19 are 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, any person who is not a Party to the Agreement shall have no right to enforce any term of the Agreement, even if a term appears to give that Party a particular benefit.

28.3 The Parties may vary or rescind the Agreement without the consent of any person other than Millbeck Communications and the Customer.

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, email 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 email, that it was properly addressed and despatched to the contact email address of the Party.

29.3 Notice shall be deemed to have been received as follows:

(a) in the case of personal service, on signature of a delivery receipt or at the time the notice is left at the address;

(b) if sent by pre-paid first class post or other next working day delivery service at 9.00am on the second Business Day after posting;

(c) if sent by pre-paid airmail, at 9.00am on the fifth Business Day after posting; or

(d) if sent by email, at the time of transmission.

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

30. **Compliance with Laws:**

30.1 Each Party shall comply with all Applicable Laws in force from time to time relating to the use or provision of the Products, including as follows:

(a) **Anti-Bribery and Corruption**: Each Party shall comply with all applicable laws relating to anti-bribery and anticorruption.

(b) **Anti-Slavery and Human Trafficking**: In performing its obligations under the Agreement, each Party shall and shall ensure that each of its subcontractors shall take reasonable steps to ensure that there is no modern slavery or human trafficking in their or their subcontractors supply chains.

(c) **Tax Evasion**: Neither Party shall engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under Applicable Law.

(d) **Export and Sanctions**: Each Party shall comply with all relevant Export Rules and/or Sanctions; and

(e) **Environmental assurance:** The Parties agree to minimise the Carbon Footprint of their activities wherever practicable when performing their obligations under this Agreement and shall avoid the performance of this Agreement causing any material outcome which may have an adverse effect on the climate.

30.2 Each Party shall maintain in place its own policies and procedures to ensure compliance with the requirements of this clause 30 and agrees to enforce them where appropriate.

30.3 Each Party shall not knowingly do anything which may cause the other Party or members of its Group to breach any Applicable Laws and shall provide such assistance, documentation and information to the other Party as that Party may reasonably require in order to comply with this clause.

30.4 Each Party will notify the other Party immediately upon becoming aware or upon becoming reasonably suspicious that an activity related to the Agreement has contravened or may contravene Applicable Laws. Millbeck Communications has set out its principles of compliance with the above in its Code of Conduct.

31. **Tax:** 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 any applicable sales tax payable on it and the recipient of the supply shall pay an amount equal to such applicable sales tax in addition to any sum or consideration on receipt of a valid tax invoice from the relevant Party. If a payment is subject to withholding tax, the payor must pay an additional amount to a payee to ensure that the payee receives and retains the same amount that it would have received had no tax been withheld from, or otherwise due as a result of, the payment. Each Party confirms that it has and will continue to have throughout the Term, effective measures, controls and procedures in place as are reasonable to prevent tax evasion offences and the facilitation of tax evasion offences.

32. **Mitigation:** Except in respect of any Losses that are recoverable under an indemnity in the Agreement (in which case the indemnified Party shall be under no obligation to minimise or mitigate its Losses), each of the Parties shall at all times take all reasonable steps to minimise and mitigate any Losses which it may suffer for which the relevant Party is entitled to bring a claim against the other Party under the Agreement.

33. **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.

34. **Severability:** If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of the Agreement is deemed deleted under this clause, the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

35. **Counterparts:** The Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. A counterpart may be signed and delivered electronically (including using exchange of PDF documents by email).

36. **Governing law and jurisdiction**

36.1 The Agreement shall be governed by and construed in accordance with the laws of the country stated in the Master Agreement Form.

36.2 Each of the Parties irrevocably submits for all purposes in connection with the Agreement to the exclusive jurisdiction of the courts of the country stated in the Master Agreement Form.

These terms have been entered into by the Parties on the date the Customer signs the Master Agreement Form, which may be signed and delivered electronically (including using exchange of PDF documents by email or a Digital signing platform).

SCHEDULE (DATA PROTECTION)

The Personal Data processing activities carried out by Millbeck Communications under this Agreement, including but not limited to the following, may be described as follows:

1. **Scope of processing**

The processing of personal data by Millbeck Communications for the purposes of providing the Products to the Customer.

2. **Nature and purpose of processing**

Collecting, organising, sorting, saving, transferring, restricting, deleting, adapting or altering of personal data.

3. **Types of Personal Data**

Any personal data which is provided to Millbeck Communications pursuant to this Agreement which includes any business contact information and call data records contained on a Platform.

4. **Categories of data subjects**

The identifiable or identified natural person to whom the personal data relates to including Customers and Customer
Entities.

5. **Duration**

For the duration of the Agreement.

Definitions and Interpretation

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: (i) any Party includes its successors in title and permitted assigns; (ii) clauses is to clauses of these General Terms; and (iii) 'writing' includes email;

(c) where the words "includes", "including" or "in particular" are used in these General Terms, 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;

(d) 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;

(e) any reference to any specific Applicable Law in the Agreement includes that Applicable Law as amended, replaced or extended

(f) references to any legal term for any action method of judicial proceedings, legal document, legal status, court official or any legal concept or thing shall be deemed to include the nearest approximate in that jurisdiction to the relevant legal term; and

(g) terms other than those defined in the Agreement will be given their generally accepted meaning in the telecommunications industry or, if it does not have such a meaning, its plain language meaning.

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

"Acceptable Use Policy" means the policy for the acceptable use of the Products as set out on the Website as may be updated by Millbeck Communications from time to time in accordance with clause 13.4;

"**Agreement**" means these General Terms together with the Master Agreement Form, the Acceptable Use Policy and (if applicable) any relevant Product Schedule(s), Tariff Addendum, Customer Solutions Addendum and Order pursuant to which Millbeck Communications provides the Products to the Customer. Where the Customer is a Partner, this includes the relevant Partner terms and conditions provided separately by Millbeck Communications;

"**Applicable Law(s)**" means any relevant local, national and international legislation, enactment, subordinate legislation, rule, regulation, order, directive or other provision, 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 Products are provided and/or utilised;

"**Beneficial Change**" means any change which is exclusively to the Customer's benefit (i.e. an increase in speed, or improvement in service), directly imposed by Applicable Law or is of a purely administrative nature with no negative effect;

"**Business Day**" means a day (other than a Saturday, Sunday or a public holiday in the Governing Law Jurisdiction) on which banks and financial clearing institutions are open for business;

"**Cancellation Request**" means a request for cancellation of any or all of the Products provided to Millbeck Communications through the Platform or through another self-service portal (as applicable), the completion and submission of which is required for the Customer to terminate any or all of the Products or the Agreement;

"**Carbon Footprint**" means the total annual GHG Emissions relating to the Product;

"**Change Notice Period**" has the meaning set out in clause 13.6(a);

"**Charges**" means the amounts payable for the provision of the Products, calculated pursuant to the provisions of the Agreement and in accordance with the Tariff (including any over usage and Usage
Pool charges), the Order and the relevant Product Schedules;

"**Code of Conduct**" means Millbeck Communications code of conduct applicable to its customers as available at https://www.millbeck.co.uk/legal/policies or as otherwise notified in writing to the Customer by Millbeck Communications from time to time in accordance with clause 13.4;

"**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 Millbeck Communications and/or the relevant Network Provider(s) from time to time, and any instructions regulations or guidance issued by the Regulatory Authorities, whether or not mandatory;

"**Combined Offering**" means an offering by the Customer that combines the Products with the Customer's other value-added reseller services, equipment or software for onward supply to one or more End Users;

"**Commencement Date**" means the Service Start Date or the Delivery Date, whichever the earlier;

"**Committed Volume(s)**" means any minimum committed volume of the Services (including in terms of number of SIMs, value of spend or volume of data) which the Customer commits to ordering and/or spending on or before a date or during a specified period of time (e.g. a monthly commitment over a period of time) as set out in the Product Schedule or as expressly agreed to in a Tariff Addendum or other written agreement between the Parties (which includes, for avoidance of doubt, an email setting out such committed volumes and responded to with agreement by the Customer);

"**Confidential Information**" means, in relation to each Party: (a) any information that is directly or indirectly disclosed or made available to that Party by or on behalf of the other Party and that relates (in whole or in part and whether directly or indirectly) to: (i) the other Party or any member of its Group or its or their businesses; and/or (ii) where the Customer is the Party to whom the information is made available, any Network Provider or its business; (b) any discussions, information or documents in relation the Agreement (including the Tariff Addendum, the Charges and the terms of the Agreement); and (c) trade secrets where the other Party or a member of its Group is the trade secret holder, but in each case excluding information that is trivial or by its nature immaterial;

"**Connectivity Management Platform Terms**" means the terms and conditions related to Customer Entities' access and/or use of Platform(s) as set out in the Product Schedule for Connectivity Services from time to time;

"**Connectivity Services**" means the SIM connectivity and telecommunications services provided to the Customer by Millbeck Communications;

"**Connectivity Service Terms**" the Product-specific terms and conditions applicable to Connectivity Services as set out in the Product Schedule for Connectivity Services from time to time;

"**Control**" means in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and "**Controls**" and "**Controlled**" will be construed accordingly;

"**Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "processing"** and **"appropriate technical and organisational measures**": shall have the meaning as defined in the Data Protection Laws;

"**Consumer**" means any natural person who uses or requests a Product for purposes which are outside his or her trade, business, craft or profession;

"**Customer**" means the person named as such and whose details are set out on Master Agreement Form. Unless otherwise agreed with Millbeck Communications (as a sub-account), any Group company of the Customer that wishes to purchase Products must contract individually with Millbeck Communications;

"**Customer Entities**" means the Customer, the Customer's customers and/or End Users, as applicable (and "**Customer Entity"** means any of them);

"**Customer Materials**" means all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to Millbeck Communications in connection with the Products;

"**Customer Solutions Addendum**" means the solutions document or connection schedule (which may be provided by macro) agreed between the Customer and Millbeck Communications as part of the provision of the Products and set out in the relevant Order;

"Data Protection Laws" means all Applicable Laws and legally binding rules, policies, guidance, opinions, codes of practice or recommendations issued by any governmental, statutory or regulatory body and any legally binding industry codes of conduct or guidelines, in each case to relating to the Processing, privacy and/or use of Personal Data, data protection and/or electronic communications, as applicable to either Party or the Products, in each case, to the extent in force, and as such are updated, amended or replaced from time to time. To the extent the UK GDPR applies, these Data Protection Laws will be the UK Law which relates to the protection of Personal Data, and to the extent the EU GDPR applies, these Data Protection Laws will be the EU Law to which the Customer or Millbeck Communications is subject, which relates to the protection of personal data. In this definition, **UK Law**: means the law of the United Kingdom or a part of the United Kingdom and **EU Law:** means the law of the European Union or any member state of the European Union;

"**Deliverable**" means any work product specifically created for the Customer through the provision of Professional Services;

"**Delivery Address**" has the meaning given in the relevant Product Schedule;

"**Delivery Date**" means the date on which the relevant Hardware is delivered to the Customer;

"**Dispute**" means any dispute arising out of or in connection with the Agreement (including in relation to any non-contractual obligations);

"**Disputed Terms Notice**" has the meaning set out in clause 13.6(b);

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

"DP Regulator" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the Data Protection Laws;

"**End User**" means, in respect of each Product, the person who is the end user of the Product or controls the device which is the end user of the Product, which can be either the Customer itself, or if the Customer is a Reseller, the end user of the SIM in the product or service provided by that Reseller;

"**Export Rules**" means (a) any laws of the United States of America, the United Kingdom, the European Union or of any of its Member States that relate to the control of export or import of goods or services to or from any of those jurisdictions to or from other jurisdictions; (b) any controls administered by the US Department of Commerce and/or the US Department of State; and (c) any other export or import controls or restrictions imposed or adopted by any government, state or regulatory authority in a country in which the Products (or any of them) are to be used or accessed or a country in which Services (or any part of them) are to be performed;

"**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 storms, floods, riots, fires, exceptionally severe weather, epidemic, pandemic, sabotage, civil commotion or unrest, interruption or failure of utility service, interference by civil or military authorities, acts of local or central Government or other competent authorities (including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent) and any failure by any supplier or subcontractor (other than by companies in the same group as the Party seeking to rely on this event), acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure or discontinuation of energy sources;

"**General Terms**" means these terms and conditions of business; "**GHG Emissions**" means emissions of GHGs related to this Agreement classified as scope 1, 2 and 3 emissions by the GHG Protocol;

"**Governing Law Jurisdiction**" means the country whose laws govern the Agreement as stated in the Master Agreement Form;

"**Group**": means together a person and any other person that Controls, is Controlled by or is under common Control with the first person from time to time;

"**Hardware**" means any hardware that the Customer has agreed to purchase as set out in an Order and including the packaging and any associated media, printed materials, 'online' or electronic documentation; for clarity, Hardware

does not include SIMs and/or any hardware provided in connection with RaaS Services;

"**Hardware Warranty Period**" means the specified period as set out in documentation received with the Hardware or for the period stated in the Hardware Order, whichever is greater from the date the Hardware is despatched to the Customer;

"**Helpdesk**" means the remote support services to be provided by Millbeck Communications as set out in the applicable Product Schedule 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 associated goodwill), 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;

"**Liability**" means any liability arising out of or in connection with the Agreement, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability under an indemnity contained in the Agreement and/or arising from a breach of, or a failure to perform or defect or delay in performance of, any of a Party's obligations under the Agreement and/or any defect in any of the Products, in each case howsoever caused including if caused by negligence;

"**Losses**" means losses, liabilities, damages, costs (including legal fees) and expenses;

"**Machine-to-Machine Service**" means any service which involves a communication of data through a closed and private network between a device and one preconfigured application / automated transfer of data and information between devices or software-based applications with limited or no human interaction;

"**Master Agreement Form**" means the Master Agreement Form which refers to these General Terms and which the Customer signs to enter into the Agreement;

"**Microenterprise or Small Enterprise Customer**" means a Customer of Millbeck Communications acting in the course of a business which is carried on by that Customer, and for which not more than 10 individuals work (whether as employees or volunteers or otherwise), but which is not itself a communications provider;

"**Minimum Contract Term**" means the 'Length of Contract' detailed in the Tariff Addendum in relation to SIMs and/or Usage Pools (or as may be otherwise detailed in Product Schedules respect of other Services), starting on the Service Start Date;

"**Minimum Service Charge**" will be the greater of (a) the Customer's total monthly Charges or (b) a fixed amount set out in the Price List;

"**Modification**" means, in respect of Hardware, a modification, add-on or change to the Hardware or configuration made by or on behalf of the Customer by any person other than Millbeck Communications;

"**Network**" or "**Network Provider**" means the network telecommunications operator that provides connectivity and airtime services to the SIM(s) via its agreement with Millbeck Communications;

"**Not-For-Profit Customer**" means a Customer, which is a body for which no more than 10 individuals work (whether as employees or otherwise but excluding volunteers) and which, by virtue of its constitution or any enactment: (a) is required (after payment of outgoings) to apply the whole of its income, and any capital which it expends, for charitable or public purposes; and (b) is prohibited from directly or indirectly distributing among its members any part of its assets (otherwise than for charitable or public purposes);

"**Order**" means the order submitted by the Customer for the purchase of the Products under the Agreement in accordance with the relevant Product Schedule;

"**Partner**" means a Customer who is a member of the Millbeck Communications partner programme, as agreed with Millbeck Communications;

"**Party**" means each of Millbeck Communications and the Customer and "Parties" shall be interpreted accordingly;

"**Platform(s)**" means the online platform(s) or portal(s) made available by Millbeck Communications to the Customer to provide facilities to manage the relevant Products, any Network Provider portal, as relevant;

"**Price List**" means the standard price list of products and services provided by Millbeck Communications available on the Website that may be updated from time to time pursuant to clause 11.5;

"**Products**" means the Hardware, SIMs and/or Services provided by Millbeck Communications to the Customer;

"**Product Schedule**" means each schedule provided by Millbeck Communications in addition to the General Terms which set out supplemental and additional terms applicable to a Product, including any other commercial terms agreed by the Parties (such as Committed Volumes);

"**Professional Services**" means any design, configuration, set-up, consulting and/or other professional services provided to the Customer by Millbeck Communications;

"**Profile**" means the eUICC profile belonging to Millbeck Communications and/or Network Provider which is on each eSIM supplied by Millbeck Communications and remains Millbeck Communications or the Network Provider's property and at no time shall title or property in a Profile transfer to any Customer Entity;

"**RaaS Order Form**" means Millbeck Communications standard "RaaS Order Form" document from time to time, which must be completed and submitted by the Customer when placing Orders for RaaS Services;

"**RaaS Services**" means router-as-a-service Services provided by Millbeck Communications in accordance with the Router-as-a-Service section of the Hardware Conditions of Sale published on the Website (which form the Product Schedule for Hardware), as such Services are set out in an Order;

"**Regulated Service**" means any regulated Electronic Communications Service pursuant to Applicable Law but excluding any Machine-to-Machine Services;

"**Regulatory Authorities**" means the relevant regulatory bodies including those authorised to regulate electronic communications or telecommunications services or advertising in the relevant territory;

"**Regulatory Schedule**" means Millbeck Communications regulatory schedule which set out the terms applicable to the provision of Regulated Services and as made available to the Customer from time to time;

"**Relevant Customer**" means any Customer taking Regulated Services, or a Small Business Customer taking Machine-to-Machine Services (each a "Relevant Customer").

"**Reseller** " means any individual or entity who resells any of the Products to one or more End Users, including in a Combined Offering. A Reseller includes any Partner;

"**Roaming**" means a service which allows the Customer to use a SIM on multiple domestic and/or international Network Providers;

"**Safety Critical Uses**" has the meaning set out in clause 4.9; "**Sanctions**" means any economic, financial, trade or other sanction, embargo, import or export ban, prohibition on transfer of funds or assets or on performing services or equivalent measure imposed by any competent authority or by the laws of any state or any union of states from time to time);

"**Services**" means the services provided by Millbeck Communications to the Customer, including as ordered via a Tariff Addendum, or connection schedule, or Order, or via the Platform or as otherwise detailed in a Product Schedule, and shall include Connectivity Services (where relevant), access to

the Platform provided by Millbeck Communications, any telephone and email technical and operational support provided by Millbeck Communications and any additional services, including professional services or value added services, as may be agreed in writing between the Parties from time to time;

"**Service Start Date**" means the date of commencement of the provision of Services by Millbeck Communications; in respect of Connectivity Services being the date a SIM is activated;

"**Service Term**" has the meaning set out in clause 2.3;

"**SIM(s)**" is the 'subscriber identity module'(s) which (a) has been supplied by Millbeck Communications to the Customer pursuant to the Agreement; or (b) has been purchased by the Customer from a third party (which includes Millbeck Communications Partners), in each case that allows the Customer to access and use related Services as applicable. A SIM can be an eUICC/eSIM, a Multi-IMSI SIM or a physical chip SIM that is permanently installed in a device such as by soldering onto a circuit board;

"**Small Business Customer**" means a Microenterprise or Small Enterprise Customer or a Not-For-Profit Customer;

"**Specification**" means the material functions and features for the relevant Hardware as set out in the Hardware Conditions of Sale or otherwise provided by Millbeck Communications to the Customer as set out in documentation received with the Hardware;

"**Sub-Processor**" means those third parties listed on the Website as updated from time to time;

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

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

"Tariff Addendum" means the tariff addendum form submitted by the Customer for the provision of the Services as may be applicable from time to time;

"Tariff Change" means a Downgrade or an Upgrade as agreed between the Parties in accordance with the terms of the relevant Product Schedule;

"**Term**" has the meaning set out in clause 2.1;

"**Trial Service**" means the Services provided on a trial basis for the period of months indicated in the Minimum Contract Term box in the Master Agreement Form or, as applicable as indicated on the Order;

"Usage Pool" means one of the pools (being a set amount of data that the Customer can pre-purchase which: (i) associated SIM(s) can access; and (ii) can be drawn-down in connection with Connectivity Services) selected by the Customer as more particularly described in the Connectivity Service Terms (and which may be referred to as "Usage Pool" and/or "Data Pool" in the Agreement) and as confirmed in the Tariff Addendum;

"**Value-Added Service**" means an additional Service provided by Millbeck Communications as requested by the Customer, including without limitation, each of private access point name (APN) services, public Internet Protocol (IP) address services, security services, anomaly detection services and Professional Services, each as detailed more fully in the Value-Added Service Terms;

"**Value-Added Service Terms**" means the Product-specific terms and conditions applicable to Value-Added Services as set out in the Product Schedule for Value-Added Services from time to time;

"**VAT**" or "**Value Added Tax**" means value added tax and any other tax of a similar nature;

"**Website**" means https://www.millbeck.co.uk/legal/terms-and-conditions/; and

"**Millbeck Communications**" means the relevant contracting Party from the Millbeck Communications as set out in the Master Agreement Form together with its successors in title and permitted assigns from time to time.