Millbeck Communications Limited

Product Schedule

Connectivity

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Millbeck Communications Product Schedules

The Products that Millbeck Communications delivers are subject to and governed by the General Terms as supplemented by the additional terms as set out in the relevant Product Schedules in respect of specific Products that the Customer orders from Millbeck Communications from time to time.

By ordering Connectivity Services, the Customer agrees to be bound by the additional terms and conditions set out in this Product Schedule for the use of the relevant Connectivity Services from the relevant Service Start Date(s).

Save as expressly amended in respect of the Connectivity Services set out in this Product Schedule, all other provisions of the General Terms (and any Order form or Tariff Addendums) shall continue in full force and effect without amendment.

Disclaimer of promotional materials

The presentation of Products on Millbeck Communications website does not constitute a legally binding offer, but a non-binding online catalogue. Millbeck Communications commitments on the specification and/or quality of Products shall be exclusively as set out in the relevant Agreement between Millbeck Communications and the Customer. No public statement, promotion or advertising will constitute any contractual commitment from Millbeck Communications in respect of the specification and/or quality of any Product(s).

Unless expressly agreed otherwise in writing, the samples that Millbeck Communications provides to the Customer before or on the Agreement entering into force are only illustrative samples for the sole purpose of giving an approximate character of the relevant Product(s). The Agreement is not a sale by sample.

Special Conditions

Millbeck Communications may agree that certain special conditions apply to the provision of the Connectivity Services as set out in the Master Agreement Form. Where these special conditions apply, they will take precedence over the terms of this Product Schedule to the extent applicable (in accordance with clause 1.4 (Structure) of the General Terms).

Ordering Process

New Customers

New Customers will be provided with a quote by Millbeck Communications sales team.

To submit an Order, new Customers will be required to enter into a Master Agreement Form and place an Order as advised by Millbeck Communications.

Existing Customers

Where a Customer has a valid Master Agreement Form covering the relevant Product(s) that the Customer wishes to Order, the Customer must place its Order for Connectivity Services through the Platform(s) applicable to such Product(s) or, through Purchase Order (PO) to the customers Millbeck Communications Account Manager, or through email to orders@millbeck.co.uk.

Save to the extent that the Customer is acting as a Reseller, the Customer must not place Orders for Product(s) on behalf of any third parties, including members of the Customer's Group, as Millbeck Communications requires that a valid Master Agreement Form covering the relevant Product(s) is in place with each recipient of any Products. The Customer should discuss any of its Group members' requirements for Products with the relevant Millbeck Communications Account Manager.

By placing an Order, the Customer submits an offer to Millbeck Communications to provide the relevant Product(s) to the Customer. Any automated e-mail acknowledgement sent by Millbeck Communications confirming receipt of the Customer's Order is not a declaration of acceptance for the purpose of forming a binding commitment on Millbeck Communications. An Order will be deemed accepted by Millbeck

Communications in accordance with clause 3.2 (Orders) of the General Terms. For the avoidance of doubt, Millbeck Communications is under no obligation to accept the Order.

Millbeck Communications acceptance of each Order will be subject to credit checking in accordance with the General Terms.

Trial Services

Trial Service

Millbeck Communications, at its absolute discretion, offers the following trials relating to Connectivity Services to enable the Customer to test SIMs and related Hardware:

- **Free of Charge Trial –** A Free of Charge Trial is a short term trial service as specified by Millbeck Communications in writing; no line rental is charged to the Customer for the duration of the Trial Service and Millbeck Communications can terminate the Trial Service at any time for any reason immediately by giving written notice to the Customer. On expiry of the Trial Service, the Trial Service will immediately cease.

- **"Trial Term + Minimum Contract Term (MCT)" Trial –** Under a Trial Term + MCT Trial, the Services are provided on a trial basis ("**Trial Services**") for the period of months indicated in the Master Agreement Form or the Order (as applicable) (the "**Trial Term**"). On expiry of the Trial Term, the Agreement will automatically enter the Minimum Contract Term applicable to the relevant Connectivity Service(s) unless the Customer gives written notice to Millbeck Communications prior to the end of the Trial Term stating that it does not wish the Trial Services to continue, such notice to be received by Millbeck Communications no later than one day (24 hours) before the end of the Trial Term. Connectivity Services (relating only to SIMs that the Customer has requested) will be connected at the start of the Trial Term and will constitute Trial Services that benefit from the Trial Term. For the avoidance of doubt, if the Agreement continues after the Trial Term, any additional SIMs will be subject to the Minimum Contract Term stated under the Agreement.

  E.g. Trial term of 2 months where written as '2+12' in the Master Agreement Form or the Order Form: the Minimum Contract Term of 12 months will commence automatically on expiry of the 2 month trial period. New SIMs connected after the start of the trial would be subject to a Minimum Contract Term of 12 months.

Connectivity Service Terms

The following terms and definitions apply to the provision of Connectivity Services:

- "**Aggregated Allowance**" means the total usage type allowance for all SIMs on Aggregated Tariff calculated as follows:

  total allowance = usage type allowance per SIM x number of SIMs on an Aggregated Tariff;

- "**Aggregated Tariff**" means a Tariff whereby for a number of SIMs on the same Network, the tariff and usage type allowance are identified as 'aggregated' in a Tariff Addendum;

- "**Delivery Address**" has the meaning given to it in paragraph 3.1;
- "**Existing Customer**" has the meaning given to it in paragraph 16.1(i);
- "**Fault**" has the meaning given to it in paragraph 14.2;
- "**New Customer**" has the meaning given to it in paragraph 16.1(i);
- "**SIM Assist Support Model**" means the service level terms and conditions available from the Website.
- "**SIM Warranty**" has the meaning given to it in paragraph 14.2;
- "**SIM Warranty Period**" has the meaning given to it in paragraph 14.2;
- "**SM-SR**" means Subscription Manager Secure Routing, as described in the GSMA Remote Provisioning Architecture for Embedded UICC Technical Specification;
- "**Transfer Date**" has the meaning given to it in paragraph 16.1(iv);
- "**Transferring SIMs**" has the meaning given to it in paragraph 16.1(i);
- "**Usage Pool SIM(s)**" has the meaning given to it in paragraph 4.3;

1 SIM Management

Millbeck Communications may provide access to its Platform(s) for use by the Customer (and, where permitted by Millbeck Communications in writing, certain other Customer Entities) in accordance with the Connectivity Management Platform Terms set out below to provide the Customer with an ability to manage its estate of SIMs and Connectivity Services. It is the Customer's responsibility to manage its SIMs and Connectivity Services via the relevant Platform directly (including management of user access and permissions) or, where relevant, via the APIs made available by Millbeck Communications.

Certain device requirements apply to the Services – please see the "Requirements for Customer Entity end devices (M2M communication modules)" section of these Connectivity Service Terms for further information.

2 SIM Status

2.1 On the Master Agreement Form, or by such other method as Millbeck Communications directs from time to time, the Customer shall indicate which of the following states the Customer requires the SIM Cards to be delivered in and the Customer agrees to pay the Charges that apply to the Tariff selected on activation of the SIM Card. If the Customer does not indicate which state the SIM Cards are to be delivered in the SIM Cards will be delivered in 'Active' state:

(a) "**Active**" where the SIM Card(s) will be delivered active and the Charges and minimum contract term shall apply from the date the Customer is notified the SIM Card is active on the network.

(b) "**Inactive**" where the SIM Card (s) is delivered inactive. The Customer requests activation, either via email to orders@millbeckcomms.co.uk or through the Platform, and the Charges and Minimum Contract Term shall apply from the date the Customer is notified the SIM Card is active on the Network.

(c) "**Active-Test**" where the SIM Card(s) shall be delivered active and the Charges shall be payable from the date any one of the thresholds listed in the Tariff Addendum or written agreement are met for the relevant SIM Card. Any SIMs shipped as Active Test are liable for the full Minimum Contract Term if cancelled at any point within this status.

(d) "**Active-Ready**" where the SIM Card(s) are delivered active and the Charges shall be payable from the date the relevant SIM Card(s) are used in any way. Any SIMs shipped as Active Ready are liable for the full Minimum Contract Term if cancelled at any point within this status.

(e) "**Barred/Barred – Capped/Barred – Approval Needed/Barred due to IMEI locking**" prevents any further usage charges on the SIMs whilst the SIMs are in this status, however Line Rental and any related Value Added Services will remain chargeable during this time.

2.2 Millbeck Communications shall not be required to deliver any SIM Card(s) without the Customer indicating which state the SIM Card(s) are required as set out above.

3 Delivery of SIMs

3.1 SIMs will be delivered to the Customer (either by post or by other carrier) to the shipment/delivery address stated in the Master Agreement Form unless expressly agreed otherwise in writing ("**Delivery Address**").

3.2 The risk of loss of or damage to the SIMs shall pass to the Customer at the time the SIMs are delivered to the Delivery Address by or on behalf of Millbeck Communications or its agent to the Customer.

3.3 Unless as part of a SIM Swap, all SIMs will be delivered to the Customer by tracked delivery methods and Millbeck Communications will endeavour to provide the tracking information to the Customer.

3.4 If there is a failure to accept delivery of the SIM(s) at the Delivery Address by the Customer, Millbeck Communications will attempt to re-deliver at the cost of the Customer, failing which Millbeck Communications shall be entitled (without prejudice to any other rights it may have) to cancel the SIM(s) and/or store bulk orders for SIM(s) at the cost and risk of the Customer, until such time as the Customer contacts Millbeck Communications and re-delivery has been successfully completed.

3.5 Millbeck Communications shall take reasonable care to ensure that the SIM(s) are delivered to or collected by the postal authorities or other carriers in a condition suitable for delivery to the Delivery Address but subject thereto it accepts no Liability for damage to or loss or shortage of any SIM(s) occurring during the course of delivery or for any Losses arising directly or indirectly therefrom.

3.6 Any shortages of SIM(s) delivered to the Delivery Address must be notified to Millbeck Communications in writing within two (2) Business Days of delivery to the Delivery Address. Millbeck Communications will attempt to track the delivery, but this will be subject to the procedures of the postal authorities or other carriers.

3.7 Please be aware that the country in which the Customer is based may require payment of an import duty upon delivery. All prices quoted for Customers do not include duties or taxes unless expressly agreed in writing between the Parties.

4 Usage Pools

4.1 The Customer acknowledges and agrees that SIM(s) are specific and tied to the agreed Usage Pool (sometimes referred to as "Data Pools" in Tariff Addendums) and do not come with standalone data allowance to enable the SIM(s) to be used outside of the agreed Usage Pool.

4.2 The below Usage Pools are available:

- **Renewal**: Customer purchases the Usage Pools for the Minimum Contract Term and a minimum of one (1) Usage Pool per month. If the Usage Pool has not been fully used by the end of the relevant calendar month, it will automatically renew at the start of the next calendar month. If the Usage Pool has been fully used at some point mid-way through the month, it will automatically renew for the remainder of the month and renew again at the start of the next calendar month.

- **Overage**: Customer purchases the Usage Pools for the Minimum Contract Term and a minimum of one (1) Usage Pool per month. If the Usage Pool is not fully used by the end of the month, it will automatically renew at the start of the next month. If the Usage Pool has been fully used at any time during the month the Customer will be charged at the agreed "additional usage" rate stated in the Tariff Addendum.

- **Long Term Pools (Timed)**: Customer purchases the Usage Pools for the Minimum Contract Term. The Customer can choose between a Usage Pool which:

  (i) **Is a Renewal Usage Pool** which automatically renews after the specified period stated in the section 'Timed' in the Tariff Addendum, or if the Usage Pool has been fully used within that period it will automatically renew at that point and commence a new 'Timed' period expiring after the new 'Timed' period ends; or

  (ii) **Is an Overage Usage Pool** which automatically renews after the specified period stated in the section 'Timed' in the Tariff Addendum or if the Usage Pool has been fully used within that period the Customer will be charged at the agreed "additional usage" rate stated in the Tariff Addendum.

4.3 **Specific terms relating to Usage Pools:** As set out in paragraph 4.1 above, are specific to the agreed Usage Pool and as such, notwithstanding anything to the contrary in the General Terms or this Product Schedule, the following applies to SIM(s) in the Usage Pool ("**Usage Pool SIMs**"):

(i) **Transfer**: The Customer cannot transfer the Usage Pool SIMs to another Tariff, unless agreed in writing by Millbeck Communications.

(ii) **Cancellation:** The Customer may cancel the Usage Pool in accordance with the Cancellation Request process set out in clause 23.2 (Ending Services during or after supply) of the General Terms and in this Product Schedule. The Customer understands as a result of such cancellation, Millbeck Communications would need to cancel all of the Usage Pool SIMs that are tied to it or move the Usage Pool SIMs to an alternative Tariff by requesting in writing.

(iii) If a Usage Pool is cancelled mid-month, the full month will be charged and Usage Pools are not pro-rated.

(iv) **Reactivation:** Notwithstanding sub-paragraph (ii) above, if it is possible to reactivate a Usage Pool SIM, a new Minimum Contract Term will apply to that Usage Pool SIM from the date of reactivation.

5 Title

5.1 Notwithstanding the delivery and the passing of risk in the SIMs, all SIMs supplied to the Customer pursuant to the Agreement shall at all times remain the property of Millbeck Communications or the relevant Network Provider that supplied such SIMs to Millbeck Communications.

6 Charges

6.1 SIMs will be charged according to the Master Services Agreement and/or Tariff Addendum.

6.2 The Charges payable in connection with Connectivity Services relate to the provision of the Services and, unless otherwise agreed in writing by Millbeck Communications, do not relate to the sale of the related SIMs.

6.3 Please be aware that line rental is in advance or during the relevant month, and usage (including overage) is billed in arrears – *i.e. September's invoice will contain Line Rental for September and Usage for August.*

6.4 The Charges will include monthly recurring Charges for data usage per SIM and one-off Charges as applicable. The Customer will be responsible for the payment of all use and usage generated by means of each SIM.

6.5 The Charges shall be paid by monthly Direct Debit. Invoices are dated 1st of the month and typically issued around the 10th of the month. Payment terms are fourteen (14) days from the date on which the Millbeck Communications invoice is dated.

6.6 **Aggregated Allowance:** For SIMs with an Aggregated Tariff the Customer agrees to comply with the Aggregated Allowance. The Customer shall be liable to pay Millbeck Communications for all data usage Charges in excess of the Aggregated Allowance; such Charges to be calculated by reference to the Tariff Addendum without taking into account any discount or other saving that would have applied by reference to the Aggregated Tariff applicable to the relevant SIM(s).

6.7 **Usage Pools:** For a Usage Pool, the Customer shall be liable to pay Millbeck Communications for all Charges in relation to the agreed Usage Pool; such Charges to be calculated by reference to the Tariff Addendum. Usage Pools are billed for a full month, even if the Connectivity Services are cancelled during a month.

6.8 **Roaming:** The Customer shall be responsible for all Charges incurred as a result of Roaming and it is the Customer's responsibility to ensure that each Customer Entity familiarises itself with the billing increments and the data usage Charges for Roaming SIMs (including eSIMs). Millbeck Communications will have no Liability for any Roaming charges incurred as a result of the use of the Services.

6.9 **IMSI Landing Fee**: IMSI landing fees apply for certain providers and Network Operators. The fee applies each time the IMSI connects to the Network Operator specified. Where applicable, these fees will be notified to the Customer at the time of quoting. IMSI landing fees are subject to change and Millbeck Communications will endeavour to give notice where possible. It is the responsibility of the Customer to pay the Charges for the applicable IMSI landing fee.

7 Tariff Changes

7.1 A Tariff Change for any of the SIMs provided under the Agreement will be subject to the approval of Millbeck Communications (not to be unreasonably withheld).

7.2 Subject to paragraph 7.1, if a Customer has a Tariff Change, such Tariff Change shall be applicable with effect from a date as agreed by the Parties in writing either within the Platform, or by an updated Tariff Addendum and/or a Customer Solutions Addendum (or, if the SIM(s) change(s) Tariff to a Tariff as set out in an existing Tariff Addendum, an email is sufficient as confirmation of the Tariff Change).

7.3 When a Tariff Change occurs, the relevant SIMs shall be subject to a new Minimum Contract Term from the date the Tariff Change becomes effective (unless agreed otherwise) in accordance with this paragraph 7 and thereafter shall continue unless and until terminated by either Party in accordance with the General Terms.

8 Tariff Holiday

8.1 In exceptional circumstances a “Tariff Holiday” can be granted in the absolute discretion of Millbeck Communications to meet Customer requirements (such as the Customer’s low season where the SIM(s) will not be used for a prolonged period). The charges and terms to be applied

during the tariff holiday will be outlined in the Tariff Addendum agreed by the Parties if Millbeck Communications accepts the Customer’s request for a Tariff Holiday.

8.2 If usage has occurred in a month before a Tariff Holiday is applied, the usage will be charged as normal as per the tariff; the line rental cost is taken from the "Line rental during tariff holiday" section on the tariff.

8.3 SIMs will be Barred during Tariff Holidays and will not be able to connect.

8.4 A Tariff Holiday can be removed at any time to resume connectivity.

8.5 A Tariff Holiday will be automatically removed at the end of the last month within the defined holiday period.

8.6 If a Tariff Holiday is removed in the middle of a month, full line rental charges for the whole month will apply and one (1) month will be deducted from the Customer's total Tariff Holiday allowance.

9 SIM changes

9.1 "**SIM Swap**" means where the Customer requests Millbeck Communications to transfer the MSISDN (and associated settings and existing contract) from one ICCID to another ICCID. All settings remain the same and the action is completed at network level, outside of the warranty process set out in paragraph 14 (Warranty).

9.2 The Customer may request SIM Swap at any time during the Service Term. Millbeck Communications will use reasonable endeavours to provide the SIM Swap, however any SIM Swap is subject to the availability of such SIM Swap with the relevant Network Provider(s).

9.3 If the MSISDN has reached its Minimum Contract Term at the time of the SIM Swap, then the Minimum Contract Term will be resigned for the same period as part of the SIM Swap unless agreed otherwise by the parties. *For example, a SIM with an expired 12 month Minimum Contract Term will be resigned for another 12 months Minimum Contract Term from the date of SIM Swap.*

9.4 **Alternative to SIM Swap:** If the SIM Swap function is not available at network level, the Customer can request to perform a "cancel and replace". This consists of fully cancelling the existing SIM card (associated MSISDN and settings) and activating a new SIM as a new connection and assigning a new MSISDN. This will be reviewed on a case-by-case basis by Millbeck Communications and subject to its written approval (not to be unreasonably withheld or delayed). On activation of the replacement SIM provided pursuant to the cancel and replace process, a new Minimum Contract Term will apply to that replacement SIM if the request is approved.

10 Base Resigns

10.1 A Customer may request to resign their existing base of SIM(s) subject to entering into a Base Resign Agreement (or signing a new Tariff Addendum) with Millbeck Communications. This may include where a Customer requests to amend the tariff for those SIM(s) or to extend the Minimum Contract Term.

11 Churn

11.1 Millbeck Communications reserves the right to offer a Customer a churn allowance which enables the Customer to cancel an agreed percentage of their SIM(s) within their Minimum Contract Term over a certain period of time during the Term.

11.2 To cancel an agreed percentage of the SIM(s) within the churn allowance period, the Customer must submit a Cancellation Request in accordance with the Cancellation Request process set out in clause 23.2 (Ending Services during or after supply) of the General Terms and in this Product Schedule.

11.3 Cancellations made above any agreed churn allowance will incur early termination fees in accordance with clause 24.3 of the General Terms (Consequences of Termination and Costs).

12 Capping SIMs

12.1 Where Millbeck Communications has agreed to provide capping as an additional feature on request by the Customer ("**Capping Service**") such Service will be governed by the following terms:

(i) the cap will automatically be removed at the start of the next billing cycle;

(ii) capping is dependent on session closure;

(iii) any delay in call detail records (CDRs) being delivered can also affect caps being effectively applied.

12.2 Notwithstanding anything to the contrary in the General Terms but subject to clause 15.1 (Liability and Remedies) of the General Terms, the Customer's exclusive remedy to any overage incurred as a result of the failure of the Capping Service will be for Millbeck Communications to refund the Charges paid by the Customer for the Capping Service for the month(s) in which the Capping Service failed to prevent such overage, not the overage itself. This reflects the pricing we are able to offer for the Capping Service.

13 Barring SIMs

13.1 The Customer acknowledges that, if it requests a bar to be applied to any SIM for any reason, that such bar will become effective within reasonable timescales during Normal Working Hours. Millbeck Communications will notify the Network Provider in accordance with the timescales set out above.

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

14 Warranty

14.1 Without prejudice to the remainder of this paragraph 14 and so far as it is able, Millbeck Communications will use reasonable endeavours transfer to the Customer the benefits of all warranties or guarantees in relation to the SIMs which Millbeck Communications receives from the relevant Network Provider(s) (subject to the terms and limitations of such warranties).

14.2 Millbeck Communications warrants ("**SIM Warranty**") that physical SIMs provided by Millbeck Communications will not suffer any malfunction or other fault which prevents a SIM from operating properly (a "**Fault**"), within the period starting on the date of delivery of the relevant SIM(s) to the Customer and ending 12 months thereafter ("**SIM Warranty Period**").

14.3 Where SIM(s) supplied by Millbeck Communications to the Customer develop a Fault within the SIM Warranty Period, the Customer shall notify and return (where requested) such SIM(s) to Millbeck Communications within that SIM Warranty Period in accordance with the process set out in these terms.

14.4 The SIM Warranty shall not apply when such Fault is connected with the Customer's acts, omissions or misuse of the SIM(s), including where the Customer has not kept the SIM card(s) in good condition and not following any reasonable instructions from Millbeck Communications as to the storage of the SIM(s).

14.5 Millbeck Communications shall, within ten (10) Business Days of receipt of a SIM with a Fault which qualifies under the SIM Warranty, repair or (at Millbeck Communications option) replace the relevant SIM with the Fault by sending a new SIM to the Customer's Delivery Address.

14.6 In the event that a SIM develops a Fault after the SIM Warranty Period and the Customer requests that Millbeck Communications repair or replace such faulty SIM then Millbeck Communications shall charge the appropriate replacement charges for repair or replacement. The costs of destruction or

return, repair and/or replacement of faulty SIM(s) outside of the SIM Warranty Period or due to misuse by the Customer where requested by Millbeck Communications (acting reasonably) shall be at the Customer's sole expense.

14.7 To the maximum extent permitted by Applicable Law, this paragraph 14 sets out the Customer's exclusive remedies for any failure to meet the SIM Warranty. Millbeck Communications is not responsible for any costs of recalling the Customer devices or any other Losses, including returning, reworking and replacing devices or any associated labour costs incurred by the Customer.

15 Faulty SIMs

15.1 Millbeck Communications shall provide first line support to the Customer as set out in the SIM Assist Support Model.

15.2 The Customer can report issues to Millbeck Communications customer facing support between the hours of 09.00 to 17.00 (GMT) Monday to Friday. The service is only available on Business Days.

15.3 Upon receipt of a Customer report that a SIM has developed any Fault, Millbeck Communications Customer Success Team shall, so far as they are able, take such steps to resolve the relevant Fault, including remotely resetting the SIM.

15.4 Should the Customer Success Team action undertaken fail to remedy the Fault, Millbeck Communications will take the actions set out in paragraph 14 above, depending on when the Fault occurred.

16 Transfer of SIMs

16.1 **Change of ownership of SIMs (from the Customer to another Millbeck Communications customer):** 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 Millbeck Communications customer (for example as part of a transfer of ownership of the Customer). In such circumstances, the following terms shall apply:

(i) Millbeck Communications must expressly agree to such transfer. Millbeck Communications requires agreement in writing both by the Customer ("**Existing Customer**") and the replacement customer ("**New Customer**") by which the Existing Customer authorises Millbeck Communications to transfer the SIMs listed by the Existing Customer ("**Transferring SIMs**") to the New Customer, and by which the New Customer acknowledges and agrees that the Transferring SIMs shall be: (a) governed by Millbeck Communications General Terms and Product Schedules, and (b) that it will be liable for all Charges and Losses associated with the Transferring SIMs from, and including, the Transfer Date, and connected under such further full Minimum Contract Term (as required by a Tariff Addendum).

(ii) If Millbeck Communications agrees to the transfer, the normal process is for the Transferring SIMs to be resigned for a new Minimum Contract Term (as set out in paragraph (i) above). If the New Customer does not wish for the Transferring SIMs to be resigned for a new Minimum Contract Term, Millbeck Communications reserves the right to apply an administrative fee (as set out in the Price List) for the transfer of SIMs and/or Connectivity Services to the New Customer.

(iii) Where Millbeck Communications agrees to a SIM transfer, no assignment of any outstanding payments or balances incurred by the Existing Customer prior to the Transfer Date will be permitted. Millbeck Communications will require, as a condition to the transfer, that all amounts due and all amounts for usage (including the sums that have not yet fallen due) must be paid. Millbeck Communications reserves the right to perform a credit check and impose a credit limit on the New Customer.

(iv) The approved SIM transfer shall commence on set transfer date agreed in writing between Millbeck Communications, the Existing Customer and the New Customer ("**Transfer Date**"). The Transferring SIMs must be transferred by the Existing Customer to the New Customer by the Transfer Date.

(v) The Parties agree that Millbeck Communications will not be required to transfer the Transferring SIMs until it has received:

a) written authorisation to do so from the Existing Customer and New Customer by receipt of a Change of Ownership Form signed by each of the relevant parties; and b) payment of outstanding amounts due and payable by the Existing Customer in accordance with paragraph 16.1(iii) above.

The Existing Customer will remain liable for any Charges incurred up until requirements (a) and (b) have been satisfied in full. Upon completion of the transfer, Millbeck Communications will use the Transfer Date as the date to calculate the final bill of the Existing Customer.

(vi) The Customer acknowledges and accepts that, where it is the Existing Customer in relation to Transferring SIMs, it will be responsible for all Charges and Liabilities up to and until the Transfer Date in accordance with the Agreement (acknowledging that usage is billed by Millbeck Communications in arrears).

(vii) The Customer acknowledges and accepts that, where it is the New Customer in relation to Transferring SIMs:

a) it must ensure that the relevant usage alerts and contacts are set up on the Platform for the transferred Tariffs created in the Tariff Addendum;

b) from the Transfer Date, it accepts the Transferring SIMs from the Existing Customer from the Transfer Date and authorises Millbeck Communications to transfer the Transferring SIMs to its account from the Transfer Date.

(viii) Millbeck Communications shall confirm to the Existing Customer and New Customer when the transfer has taken place successfully.

(ix) Nothing in this paragraph 16.1 shall affect or prejudice any claim or demand that Millbeck Communications and the Existing Customer may have against the other relating to matters occurring before the Transfer Date.

16.2 **Port request:** The Customer can apply to port the **mobile phone number** relating to a SIM that is connected to the Network under the Agreement with Millbeck Communications to another Network Provider. In such circumstances, Millbeck Communications shall transfer Customer's telephone number(s) to Customer's nominated network operator for Customer's use according to Applicable Law but reserves the right to charge the Customer an administration Charge per SIM in addition to any charges for termination charged by the relevant Network Provider that may be applicable and levied by that Network Provider against Millbeck Communications.

16.3 **Transfer of SIM Cards to or from another IOT Provider:** This is different from transferring the mobile phone number (as above) and we deem this a "migration" or "novation" of the SIMs. The following sets out the limitations of this transfer:

(i) **Inbound migration:** If a Customer wishes to transfer existing SIM Cards from another IOT Provider into Millbeck Communications, this should be discussed with their Millbeck Communications account manager. This request will be subject to any terms and conditions set by the outbound IOT Provider (and in some cases may not be possible). The outbound IOT Provider may charge for the migration of the SIM Cards, which will be the Customer's responsibility.

(ii) **Outbound migration:** As the Customer does not own the SIM Card or Profile provided by Millbeck Communications (unless otherwise agreed with Millbeck Communications), they will not be able to transfer SIM Cards used in the Services to another IOT Provider. In certain cases, Millbeck Communications in its absolute discretion (and subject to its written agreement) may agree to transfer the SIM Card or Profile to another IOT Provider subject to Network Provider charges and early termination fees in accordance with clause 24.3 of the General Terms (Consequences of Termination and Costs).

16.4 **eSIM options: (i) SMSR Swap:** For certain SIMs, Customers can apply to do a SMSR Swap at the end of the Minimum Contract Term. On request, Millbeck Communications will make available the relevant access to the Customer (or named third party) to allow for the migration of EIS keys from the SMSR operated by Millbeck Communications to another SMSR. Millbeck Communications will use commercially reasonable efforts to provide this access. Millbeck Communications will assume no costs or Liability for the work involved in migrating EIS keys to another SMSR.

17 Cancellation Process

17.1 In order to cancel SIMs and Connectivity Services (including pursuant to clause 23.1 and 23.2 (Termination) of the General Terms), the Customer must submit a Cancellation Request via email to cancellations@millbeck.co.uk. This will apply to all Customers unless and to the extent that Millbeck Communications has expressly agreed to accept Cancellation Requests in a bespoke agreement.

17.2 The Customer acknowledges that once a SIM and/or Connectivity Service is cancelled, it may not be possible to reactivate such SIM or Connectivity Services as in some cases the Network Provider will remove or purge the SIM from its Network (please see below). If it is possible to reactivate a SIM, a new Minimum Contract Term will apply to that SIM from the date of reactivation.

17.3 In respect of the cancellation of Remote SIM Provisioning Services, the Customer must either return to Millbeck Communications or enable Millbeck Communications to retrieve the Profiles on any terminated SIM(s) and/or Connectivity Services. Failure to do so will incur Charges until the Profile is obtained by Millbeck Communications.

18 Purged SIMs

18.1 'Purged' is a term used by the Network, when a SIM enters an idle state. A SIM may enter a “purged” status as decided by the Network for reasons including opening up capacity for other users (where the Network will periodically remove users from cell sites if connectivity is not frequently shown by the SIM); if it has been idle for a significant period; or if the SIM is no longer in a device.

18.2 When a SIM is purged, the Network Provider is unable to process traffic to or from the SIM. On certain Networks, Millbeck Communications is unable to process refreshes (and, therefore, provide Connectivity Services in relation to the relevant SIM) once the SIM has gone into a purged state. If the Customer has access to the device associated with the SIM, there are several exercises that Customers can undertake to attempt to clear the status manually:

- force the device to switch between bearer services (2G, 3G and 4G);
- reboot/power cycle the device by turning it off and on; and/or
- remove the SIM from the device and test both GSM and GPRS using a dongle or mobile phone.

18.3 Millbeck Communications accepts no Liability arising from the Network’s decision to purge a SIM. This is done at a Network level and Millbeck Communications has no control if a Network decides to purge a SIM.

Remote SIM Provisioning Services

In respect of Remote SIM Provisioning Services as Connectivity Services, the following words and phrases will have the meanings given below, unless the context in which they are used requires a different meaning:

- "**Bootstrap Profile**" means the initial Network Provider Profile installed as part of the Remote SIM Provisioning Services during manufacture of the SIM. The Bootstrap Profile may also be the Fallback Profile;
- "**Customer Device**" meaning the Customer's device that contains the Remote SIM Provisioning Services, including cellular terminals and GPRS modules which the device shall comply with: (i) any relevant applicable local standards or guidelines (as updated, reissued and implemented from time to time) as well as (ii) with the 3GPP series 34 TS and in case of LTE, 3GPP TS 36 to ensure compatibility with the Services and the Connection and (iii) with the GSMA Remote Provisioning Architecture for Embedded UICC Technical
  Specification Version 3.1;
- "**Fallback Profile**" means the Profile that under certain conditions can become active when connectivity is not available or allowed on the active Profile or should the update of a SIM fail during the SIM Localisation process;
- "**Localisation**" means the process by which a Profile is downloaded or enabled on a SIM;
- **"Remote SIM Provisioning Services**" means technology that provides the secure mechanism to download additional Network Provider Profiles on SIMs, to swap between Profiles and to delete Profiles;
- "**SM-SR**" means Subscription Manager Secure Routing, as described in the GSMA Remote Provisioning Architecture for Embedded UICC Technical Specification;
- "**Territory**" means the countries and/or regions in which Millbeck Communications has agreed in writing to supply the Connectivity Services;
- "**Millbeck Communications Profile**" means the SIM profile belonging to Millbeck Communications which is on each SIM supplied by Millbeck Communications, as determined by Millbeck Communications in its sole discretion.

1 Services

1.1 For the purposes of the definition of Connectivity Services in the General Terms, the Services provided for Remote SIM Provisioning Services are the provision of connectivity services tied to a Profile, which consists of a SIM and/or Profile with global cellular network services via which the Customer uses the Connectivity Services within the Territory.

1.2 The service terms for SIMs and Connectivity Services as set out in this Product Schedule shall apply to the SIM(s) connected for the Remote SIM Provisioning Services, unless otherwise specified in these Remote SIM Provisioning Services terms.

1.3 Millbeck Communications will use its reasonable endeavours to provide the Customer with the Connectivity Services based on the capabilities of the SIM and the proposition selected by the Customer. The Customer accepts that occasionally there may be constraints on Millbeck Communications providing Remote SIM Provisioning Services due to limitations of Network Providers.

1.4 **Start of the Services:** Without prejudice to paragraph 2 below, the Services shall commence immediately from the Service Start Date.

2 Delivery

The SIM will be delivered to the Customer as activated on the SIM provided or over the air to the Customer via the Platform as may be applicable. References to "delivery" of the SIMs comprised in the Remote SIM Provisioning Service in this Product Schedule shall be deemed to have occurred once the SIM has been provided over the air where this method is used. Millbeck Communications will have no Liability if the Customer is unable to connect to download the Profile.

3 Title

Without prejudice to paragraph 5 of the Connectivity Service Terms, Profiles supplied to the Customer pursuant to the Agreement shall at all times remain the property of Millbeck Communications or the Network Provider and at no time shall title or property in a Profile transfer to a Customer Entity.

4 Use

In addition to the obligations contained in the General Terms or Acceptable Use Policy, the Customer:

4.1 must comply with any instructions or conditions informed to it by Millbeck Communications and/or the Network Providers, related to the use of SIMs and/or Profiles;

4.2 shall not resell the SIMs and/or Profiles to End Users without the express permission of Millbeck Communications;

4.3 shall properly protect the SIMs and Profiles against any unauthorised use, theft or damage and shall not impair or damage or alter the SIMs or Profiles in any way. Immediately upon first request from Millbeck Communications, the Customer must immediately block the Service for certain countries as required by Millbeck Communications and/or Public Mobile Network (PMN);

4.4 is not permitted to disclose the SIMs or Profiles security codes and/or resources to third parties;

4.5 shall prevent, investigate and terminate cases of (actual and/or suspected) fraud or other irregularities related to the use of SIMs and Profiles including the use related to premium rate numbers and will duly notify Millbeck Communications of any issues as soon as it becomes aware. Until Millbeck Communications is notified in writing, the Customer shall remain liable for the Charges incurred.

5 Customer Devices

5.1 Some elements of the Connectivity Services may depend on the presence of certain peripheral devices, hardware, facilities, materials or (internal) connections. Millbeck Communications cannot guarantee the compatibility of any Customer Device with a SIM or Connectivity Service. Unless otherwise agreed in writing, the Customer is responsible for the timely availability, installation, operation, maintaining, access or otherwise use of the Customer Device required for the Connectivity Services, facilities, materials or compounds, including any changes to firmware or otherwise to ensure ongoing compatibility and testing such compatibility.

5.2 For the avoidance of doubt, the Customer is responsible for compliance of Customer Devices with the GSMA's Remote Provisioning Architecture for Embedded UICC Technical Specification Version 3.1 (as amended and updated from time to time) in the event of use of any remote SIM provisioning functionality. The Customer shall also be responsible for maintaining the security of the Customer Devices, the Customer's account, passwords (including administrative and user passwords) and files. Millbeck Communications will have no Liability for Losses arising out of any (mis)use of Customer Devices or non-compatibility with the Connectivity Services.

6 Profiles

6.1 Profiles must remain active at all times to enable Millbeck Communications to provide the Connectivity Services to the SIM(s). Should a Customer Entity cancel or delete the Profile at any time this will cancel the entire Connectivity Service to such SIM(s). An End User can usually make changes to the Profile at any time during the provision of the Services. The Customer will remain liable for any changes made to the Profile and any associated Charges incurred.

6.2 The Customer is responsible for all Charges associated with Localisation activities that are used in conjunction with the Platform(s). This includes any usage fees associated to failed attempts or retries of download, enable, delete and any other activities required for the purpose of keeping SIM(s) in service and synchronised with the Platform unless otherwise agreed in writing.

6.3 The Customer acknowledges that the main Profile could failover to a secondary Profile on another SIM as a result of the main Profile losing connectivity. As a result of this failover, the Customer could incur roaming or overage charges.

Connectivity Management Platform Terms

Use Of Connectivity Management Platform

1 Introduction

1.1 Millbeck Communications may from time to time make available to the Customer the use of certain Platforms to provide facilities to manage the Services they receive.

1.2 The following terms and conditions apply to the Customer's use of any Platform(s) made available by Millbeck Communications to the Customer. If any Customer Entity fails to comply with these terms and conditions then Millbeck Communications may restrict, suspend or terminate the Customer's and/or any other Customer Entity's access to the Platform(s) without notice.

2 Platform Service

2.1 Millbeck Communications may make the Platform(s) available to the Customer from time to time. Subject to paragraph 1.2, Millbeck Communications may restrict or withdraw access to the Platform(s) at any time and will inform the Customer reasonably in advance when it does so.

2.2 The Platform(s) may provide access to data provided by Network Providers, including location data. The Customer acknowledges that the availability and accuracy of such data is dependent on the Network Providers. Millbeck Communications does not give any warranty in relation to such data. Millbeck Communications may withdraw access to such data at any time and will inform the Customer reasonably in advance of any such withdrawal when practicable.

2.3 Millbeck Communications will use reasonable endeavours to make the Platform(s) available during the Service Term(s) for any Connectivity Service(s) to which the Platform(s) relate but it does not warrant that the Platform(s) will be available all the time or at any particular times. Millbeck Communications does not warrant that access to the Platform(s) will be uninterrupted or errorfree.

3 Licence

3.1 Subject to the Customer paying all relevant Charges, Millbeck Communications grants to the Customer a non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, to access the Platform(s) in connection with the relevant Connectivity Services for the duration of any applicable Service terms solely for the Customer's internal business operations.

4 Usage Data

4.1 Platforms may provide features that: (i) provide information to the Customer on usage of Services, such as data capping and data alerts; and (ii) enable the Customer to manage its Services. Whilst Millbeck Communications will use reasonable endeavours to ensure that these features operate as intended, the Customer will in all cases be responsible for payment for all usage of the Services, whether or not the Platform(s), or any particular feature of the Platform(s), has operated correctly or at all.

4.2 Data consumption information reported in the Platform(s) may not match the Customer's actual consumption in any period and so must be used for guidance only.

4.3 The Platform(s) might not display all the usage data for which the Customer is responsible and Millbeck Communications makes no representations or warranties as to the scope of usage data displayed

through the Platform(s). For instance, Platforms only show data usage for SIMs connecting via the private Millbeck Communications network, not including data usage on Public APN.

Any other transactions such as SMS, Voice, CSD etc will not be shown in the Platforms, although they will appear on the Customer's invoice.

4.4 Millbeck Communications cannot guarantee the accuracy of unbilled usage/call information provided on a Customer's request prior to the Customer's invoice being released. This information may not be completely up to date and may not include late rated calls such as international calling charges.

5 Security

5.1 The Customer may be issued with usernames and passwords to gain access to the Platform(s). The Customer must ensure that each Customer Entity keeps such usernames and passwords confidential.

5.2 The Customer is responsible for all activity conducted under the usernames and passwords which have been issued to the Customer.

5.3 Millbeck Communications will implement and maintain the security measures set out in Millbeck Communications standard security schedule (as made available by Millbeck Communications on the Website from time to time) but does not warrant that access to or use of the Platform(s) is secure. The Customer must implement and maintain all suitable measures to protect any systems, devices and/or equipment that it uses to connect to the Platform(s), such as using up-to-date firewall and anti-virus software.

5.4 The Customer must not attempt to:

(i) circumvent any Platform security measures; or

(ii) access or view any information regarding another customer.

5.5 The Customer must not do anything that does or may disrupt the proper functioning of the Platform(s) or interfere with or adversely affect any other person's use of the Platform(s).

SIM Platform User Licence

The following terms and definitions are additional and supplemental to the Connectivity Management Platform Terms and apply to the Customer's access and use of Millbeck Communications "SIM Platform" as updated and/or replaced from time to time (the "**SIM Platform**"):

- "**Active User**" means the Customer (or Customer Entity) and its employees, agents and independent contractors who are enabled by the Customer to use the Platform; and
- "**Active User Licence**" means the licence charged to the Customer (or Customer Entity) pursuant to this section which entitles an Active User to access and use the Platform in accordance with the Agreement.

1. Unless otherwise expressly agreed in writing with Millbeck Communications, in consideration for Millbeck Communications making the SIM Platform available to the Customer, the Customer will be charged for at least one Active User Licence for the use of the SIM Platform as part of the Connectivity Services. Such Charges will be based on the number of Active User Licences that the Customer has on account each month.

2. Subject to the Customer paying the Charges for the Active User Licence(s), the licence to the SIM Platform granted under paragraph 3 of the Connectivity Management Platform Terms will permit the Active Users to use the Platform in connection with the Connectivity Services. The Customer undertakes that:

   (i) the maximum number of Active Users that it authorises to access and use the Platform shall not exceed the number of Active User Licences it pays Charges for from time to time;

   (ii) it will not allow any Active User Licence to be used by more than one individual Active User; and

   (iii) each Active User shall keep a secure and confidential two factor authentication password for their use of the SIM Platform.

3. Millbeck Communications reserves the right to audit the Customer's compliance with paragraph 2 at any time on reasonable request including such access on demand during normal business hours to any premises, books, records, systems, procedures, documents, devices, systems and personnel of any Customer Entity and their employees, agents and independent contractors.

Requirements for Customer Entity end devices (M2M communication modules)

A prerequisite for the use of Machine-to-Machine Services is a terminal device that has the possibility of data transmission according to the mobile radio standard 2G, 3G, 4Gs or future technologies (e.g. 5G, NB-IOT) and, if applicable, SMS & Satellite.

In order to ensure trouble-free operation in the mobile network, mobile terminals must comply at least with the 3GPP and GSM standards and have a GCF certificate.

The Customer is free to choose the end devices to be used in the context of the intended Machineto-Machine Service applications, provided that they meet the above requirements. In order to enable flawless operation within the mobile networks, the Customer must also ensure that the terminal equipment functionally supports the product specifications specified by the Customer and compatibility with the relevant Services and checks this by appropriate tests before commissioning.

Compliance with Applicable Laws, in particular telecommunications law and reporting obligations (where relevant) as well as any registration and information obligations for providers of telecommunications services in connection with end devices and the receipt of Machine-to-Machine Services, are the sole responsibility of the Customer, unless otherwise set out in the Regulatory Schedule.