Millbeck Communications Limited

Product Schedule

Value-Added Services

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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 Value-Added Services, the Customer agrees to be bound by the additional terms and conditions set out in this Product Schedule in respect of the relevant Value-Added Services.

Save as expressly amended in respect of the Value-Added 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 Value-Added 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 complete a Business Account Application and/or, Millbeck Airtime Master Agreement Form agreeing to Millbeck Communications General Terms as set out in the Master Agreement Form and place an Order as advised by Millbeck Communications.

Existing Customers

Where a Customer has an existing account with Millbeck Communications and has accepted the terms set out in the Master Agreement Form covering the relevant Product(s) that the Customer wishes to Order, the Customer must place its Order for Value-Added Services through Millbeck Communications sales team using a PO.

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, and 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.

Private APN

The following terms and definitions apply to the provision of Private APN Value-Added Services:

- "**APN**" is short for 'Access Point Name' and means the point where a mobile device can enter an IP network;
- "**Private APN**" means the private APN that gives a Customer direct access to their LAN and allows the Customer to specify certain parameters such as the private address space allocated to the devices & RADIUS server attributes for user authentication. The Customer Entities are also able to access the Internet through the Private APN unless expressly agreed otherwise in writing;
- "**Public APN**" means a Network Provider's public APN. When the SIM card is enabled for data e.g. GPRS/3G etc the public APN is added by default. The Public APN is open for everyone to use and its use is subject to payment of the Charges.

Customer required statements for SIM set up:

1. The Customer must expressly state “Private APN only” in the Customer Solution Addendum if they **do not want** the Public APN applied.

2. The Customer must expressly state “Public APN only” in the Customer Solution Addendum if they **do not want** the Private APN applied.

3. The Customer must expressly state “Private & Public APN” in the Customer Solution Addendum if they want both the Private APN and the Public APN applied.

Private APN terms

4. If the Customer requests that the Private APN is enabled it is the Customer's responsibility to ensure their device is configured correctly so it can use the Millbeck Communications Private APN.

Public APN terms

5. The Customer acknowledges that the use of the Public APN by themselves or Customer Entity will contribute to their data usage package and likely to incur Charges in the event of overage.

6. If the Customer requests the Public APN to be disabled after the initial SIM set up (as set out in paragraphs 1-3 above) Millbeck Communications shall use its reasonable endeavours to disable the Public APN:

   (i) **for 1-5 SIMs**, within:
   - twenty four (24) hours of receiving an email from the Customer to move onto an existing solution, received between 9.00am to 16.00pm GMT/BST on a Business Day;
   - twenty four (24) hours of receiving an updated Customer Solution Addendum from the Customer to create and move to a new solution, received between 9.00am to 16.00pm GMT/BST on a Business Day;

- twenty four (24) hours starting from 9:00am on the Business Day following the receipt of an email to move onto an existing solution from the Customer which is received between 16.01pm and 8.59am GMT/BST; or
- twenty four (24) hours of receiving an updated Customer Solution Addendum from the Customer to create and move to a new solution, which is received between 16.01pm and 8.59am GMT/BST;

(ii) **for 6 – 50 SIMs**, within ten (10) Business Days of receiving an email to move onto an existing solution **or** an updated Customer Solution Addendum to create and move to a new solution; and

(iii) **for over fifty-one (51) SIMs**, Millbeck Communications shall propose a reasonable time period for disabling the Public APN an email to move onto an existing solution **or** an updated Customer Solution Addendum to create and move to a new solution.

7. The Customer acknowledges that it will be responsible for all Charges incurred up to the disabling of the Public APN taking effect in accordance with the timeframes set out in paragraph 6.

Public IP

The following terms and definitions apply to the provision of Public IP Value-Added Services:

"**Fixed Public IP Service**" means the Service provided by Millbeck Communications whereby a fixed public IP address (directly accessible from the Internet) is assigned to a SIM.

1. **Risks**: The Customer acknowledges that, where it chooses to use a Fixed Public IP Service as a component of its Services, it:

    (i) confirms that it has understood the risks involved with the Fixed Public IP Service and precautions it should take (including those set out below or as may be notified from time to time by Millbeck Communications); and

    (ii) agrees that, having taken those risks into account, the Customer will be fully responsible for any usage arising out of or in connection with the Fixed Public IP Service.

2. **SMS enabled:** Where the Customer would like to have SMS enabled whilst using a Fixed Public IP Service, Millbeck Communications recommendation is that such Customer takes every precaution to minimise the risk of its SIMs, devices and applications becoming vulnerable. Where the Customer requests SMS to be enabled on a Fixed Public IP Service, the Customer:

    (i) confirms that it understands the risks involved and precautions it must take; and

    (ii) agrees that, having taken those risks into account, it will be fully responsible for any usage arising out of or in connection with the enabling of SMS on Fixed Public IP Services.

    NB: The Customer acknowledges that Millbeck Communications cannot bar SMS on O2 SIMs at the point of activation, and Customers will therefore be liable to pay any Charges associated with SMS on O2 SIMs.

3. **Liability**: For the avoidance of doubt in light of the risks involved and subject to clause 15.1 (Liability and Remedies) of the General Terms, Millbeck Communications will not be responsible or have any Liability for any Losses caused by and/or resulting from Customer Entities' use of the Fixed Public IP Service.

Security

Millbeck Communications is keen to minimise security threats, where possible, for all customers that could be exposed to SMS Spam or Fraud.

Each Customer agrees that it will at all times take all necessary precautions to minimise the risk of its SIMs, devices and applications becoming vulnerable, including each of the following actions:

1 – Change the default password of your device/router

2 – Use the latest version of firmware from your hardware manufacturer.

3 – Consider securing your device with a firewall.

4 – Ensure that your devices are not tampered with.

5 – Bar/Block any services that your don't need – for example SMS or roaming.

6 – Consider IMEI locking services to ensure that your SIM is associated with the appropriate device.

7 – Actively manage user profiles.

8 – Closely monitor usage alerts and ensure you review your usage.

9 – Consider Encrypted Virtual Private Networks (VPN), static IP's and direct interconnects.

10 – Consider outbound IP whitelisting.

Professional Services

Millbeck Communications may offer certain additional professional services to customers to ensure that IoT solutions are designed, tested, deployed and scaled to meet the needs of each specific use case.

1 Delivery and Warranties

1.1 Millbeck Communications will perform the Professional Services as set out in the Order.

1.2 Millbeck Communications will use reasonable endeavours to meet any timeframes for the delivery of the Professional Services that have been agreed in writing with the Customer, but all timeframes are estimates and time is not of the essence for delivery of Professional Services.

1.3 The Customer shall provide any co-operation, access to premises, staff or IT systems and networks that are: (a) set out in the relevant Product Schedule in respect of any related Services; (b) otherwise agreed in writing by the Parties; and/or (c) reasonably requested by Millbeck Communications to enable Millbeck Communications to provide the Professional Services.

2 Charges

2.1 The Charges for the Professional Services are as agreed by the Parties in writing in an Order.

2.2 Millbeck Communications will invoice Customer the Charges for the Professional Services at the end of each calendar month.

3 Intellectual Property

Notwithstanding clause 19.3 (Intellectual Property Rights) and without prejudice to the remaining provisions of clause 19 (Intellectual Property Rights) of the General Terms, Millbeck Communications grants Customer a non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, for the Term to use any Deliverables for the internal business purposes of the Customer Entities.

4 Termination

Without prejudice to any termination rights set out in the General Terms, Millbeck Communications can terminate the Professional Services for any reason by giving not less than fourteen (14) calendar days' prior written notice to Customer.