



IoT Re-Seller Terms & Conditions

Schedules

Private and Confidential

Schedule 1

Network Operator(s)

Vodafone Limited (company registration number 1471587)

EE Limited (company registration number 2382161)

Services

- 1 Cellhire will use its reasonable endeavours to fulfil any order on to the relevant Network Operator's network, carry out any network required adds/moves/changes requested by the Reseller and supply monthly CDRs and commission statements. For the avoidance of doubt, the Reseller shall invoice its Subscribers at the rates it chooses to charge such Subscribers.
- 2 The above Services are subject to change and availability on notice from Cellhire. Wherever reasonably possible, 30 days' notice will be provided to the Reseller.

Schedule 2

Network Operator Terms

The additional terms set out below apply to all Services provided by the relevant Network Operator that is named at the start of the relevant section.

Part A – Additional terms that apply to Services provided through Vodafone Limited

1 Application of this Part A

The provisions in this Part A only apply to those Services that are provided by Vodafone. They do not apply to any other service type.

2 Definitions

2.1 In addition to the defined terms in the Agreement, in this Part A, the following definitions apply:

- a) "**Emergency Planning Measures**" means the measure that may be taken as a result of Vodafone's obligations under (i) the General Conditions under section 45 of the Communications Act 2003 and (ii) the Civil Contingencies Act 2004 or any similar law;
- b) "**Export Control Laws**" has the meaning given to it in paragraph 6.1;
- c) "**Relevant States**" has the meaning given to it in paragraph 6.1;
- d) "**Restricted List State**" has the meaning given to it in paragraph 6.2.3;
- e) "**Restricted Party List**" has the meaning given to it in paragraph 6.3;
- f) "**Sanctions**" has the meaning given to it in paragraph 6.1;
- g) "**Software**" means the Vodafone-owned software and third party software licensed to the Reseller under this Part A;
- h) "**Vodafone**" shall mean Vodafone Limited, a company incorporated in England and Wales with registration number 01471587, whose registered office is at Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN;
- i) "**Vodafone M2M Platform**" means the integrated connection management service offering remote control of data connections and services for machine to machine devices;
- j) "**Vodafone Network**" means the mobile telecommunications network used by Vodafone;

3 Use of services

3.1 The Reseller shall ensure that its computer systems meet the reasonable minimum system requirements in respect of Services provided by Vodafone as specified with reasonable advanced notice, in writing, to the Reseller by Cellhire from time to time and shall ensure that it shall only use

devices that are compatible with the Vodafone Network and the Vodafone M2M Platform.

3.2 The Reseller acknowledges that Vodafone has the right to send updates or upgrades to the SIMs by any means (such updates may be required for functionality, for intellectual property issues, or to comply with national regulations). Notwithstanding any transfer of possession in the SIMs, Reseller consents, and shall obtain consent of the Subscribers, to the upgrade by Vodafone of the SIMs from time to time. For any SIMs which are not upgraded in accordance with this paragraph 3.2, Vodafone retains the right at all times to suspend or deactivate these SIMs, and Cellhire accepts no liability for any consequences of such suspension.

4 Changes to Services

4.1 The Reseller acknowledges that Vodafone will be entitled to make changes to the Services provided by Vodafone or to the SIMs including any enhancements, modifications or replacements, provided that such changes do not materially adversely affect the Reseller's or the Subscriber's use of the Services or the SIMs.

5 Suspension of Services

5.1 The Reseller acknowledges that Vodafone will be entitled to suspend the Services and/or the delivery of the Equipment:

- 5.1.1 during any technical failure of the Vodafone Network, or when it is necessary to safeguard the security and integrity of the Vodafone Network or to reduce the incidence of fraud;
- 5.1.2 due to Emergency Planning Measures;
- 5.1.3 where the Reseller has been unable to procure consent to an upgrade in accordance with paragraph 3.2 within 30 days of receipt of written request from Vodafone,

and that, where Vodafone does suspend the Services, it shall keep all suspensions to a minimum.

6 Sanctions and export controls

6.1 **Compliance:** The Reseller shall, in relation to the Agreement comply with all export control laws and regulations ("**Export Control Laws**") and all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("**Sanctions**"); in both cases in the European Union, the United States of America and any other countries which are applicable to the Reseller ("**Relevant States**").

6.2 **Obligations:** The Reseller shall, in relation to the Agreement:

- 6.2.1 not knowingly do anything which may cause Cellhire to breach any Export Control Laws or Sanctions;
- 6.2.2 provide such assistance, documentation and information to Cellhire as Cellhire reasonably requires in order to comply with this paragraph 6.2.2;

- 6.2.3 not carry out activities in (at time of publication) Cuba, Iran, North Korea, Sudan and Syria and such other countries as from time to time appear on restricted lists published by the Relevant States ("**Restricted List State**");
- 6.2.4 keep Cellhire apprised at all times of the loss, suspension or invalidation of any relevant licence, authorisation, approval or export control privileges including by being placed on a Restricted Party List; and
- 6.2.5 keep Cellhire apprised at all times (as soon as reasonably practicable in the given circumstances) of any actual or potential breaches of its obligations in relation to Export Control Laws and Sanctions or of it becoming aware that any relevant authority has initiated or will initiate any investigation or proceedings against Cellhire relating to an actual or potential breach of any Export Control Laws or Sanctions.

6.3 **Restricted Party List:** The Reseller shall not sub-contract or assign the benefit of the Services or re-export, re-sell or otherwise transfer any Equipment to any entity based in a Restricted List State or individuals or companies that are published by a Relevant State ("**Restricted Party List**").

6.4 **Right to terminate:** Without limiting its other rights or remedies, Cellhire shall be entitled to terminate the Agreement on written notice to the Reseller with immediate effect, without liability and without obligation to provide any further Services or Equipment to the Reseller only to the extent that in respect of the Agreement:

- 6.4.1 the Reseller breaches its obligations under this paragraph 6; or
- 6.4.2 continuing to provide the Services and the Equipment would cause Cellhire to be in breach of Export Control Laws or Sanctions.

Part B – Additional terms that apply to Services provided through EE Limited

1 Application of this Part B

The provisions in this Part B only apply to those Services that are provided by EE. They do not apply to any other service type.

2 Definitions

2.1 In addition to the defined terms in the Agreement, in this Part B, the following definitions apply:

- a) "**Active Subscription**" means a Subscription that is not an Inactive Subscription;
- b) "**EE**" means EE Limited, a company registered and incorporated in England with company number 02382164, whose registered office address is at 1 Braham Street, London, E1 8EE;
- c) "**EE Connect Price Guide**" means the list of EE's current standard prices, terms and conditions for certain standard Services and Equipment as may be updated from time to time;

- d) **“EE Software”** means any software, excluding Licensed Software, that is owned by EE or licenced by EE from a third party in EE’s name, and which may be updated from time to time;
- e) **“EU Data Landing Roaming Regulations”** means the landing messages, data initiation messages, or 80% warning messages (as described in Regulation (EC) No. 717/2007 (as amended by Regulation (EC) N 544/2009);
- f) **“General Specification”** means a technical white paper or other product information in relation to the Services or Equipment provided by EE as may be amended from time to time;
- g) **“Inactive Subscription”** means a Subscription with no mobile originating (outbound) or mobile terminating (inbound) traffic in any 3 month period;
- h) **“Licensed Software”** means any software licensed to the Reseller by a separate agreement with the licensor of such software, by any ‘shrink-wrap’ or ‘click-through’ licence agreement or in a box documentation provided;
- i) **“List Price”** means the standard prices for Services and Equipment set out in the EE Connect Price Guide;
- j) **“Network”** means an “electronical communications system” which makes “electronical communication services” available in the United Kingdom through the use of “signals” (such expressions shall have the meaning ascribed to them in the Communications Act 2003 which EE use to provide the Services;
- k) **“SIM Update Service”** means EE’s over the air update SIM management system as may be updated, amended or replaced from time to time as described in the General Specification;
- l) **“Subscription”** means a subscription that has been configured to attach to the Network giving the Reseller access to the Services; and
- m) **“Subscription Activation Date”** means the date a Subscription becomes an Active Subscription.

3 Supply of services

- 3.1 Cellhire will ensure that the Services and the Equipment comply in all material respects to the General Specification.
- 3.2 Where a regulatory authority requires the reallocation or change of phone numbers, EE has the right (without liability) to change the phone numbers allocated to the Reseller (or its Subscribers) but shall use its reasonable endeavours to minimise the disruption caused.
- 3.3 It is the Reseller’s responsibility to configure at its own cost any virtual private network which it or its Subscribers may use in conjunction with the Services. Neither Cellhire nor EE warrants any virtual private network not specifically approved for use by Cellhire or EE will be compatible with the Services and shall bear no liability for any such lack of compatibility.
- 3.4 The Reseller agrees that the EU Data Landing Roaming Regulations shall not apply.

- 4 **Equipment** To the extent it is required to do so by EE, Cellhire may replace, update or have access to the Equipment as reasonably required to enhance or maintain the quality of Services or to allow EE to update the EE Software and will endeavour to minimise any disruption caused to the Resellers or

its Subscribers but accepts no responsibility.

- 4.2 The Reseller will comply with all licence terms required from time to time as notified to the Reseller by Cellhire or any third party provider in relation to the EE Software and Licensed Software.
- 4.3 The Reseller acknowledges that it has carried out its own investigations as to the suitability of the Equipment and that Cellhire makes no representations or warranties in relation to the suitability of the Equipment by the Resellers and/or its Subscribers.
- 4.4 The Reseller shall ensure that any SIM is compatible with the Network, adheres to technical parameters and guidelines of EE issued by Cellhire from time to time, supports SIM Update Service and is adequately protected against viruses.
- 4.5 The Reseller acknowledges that EE has the right to disconnect Inactive Subscriptions or to reallocate these where the Reseller requests a new Subscription, to enable the proper management of Inactive Subscriptions during the term of this Agreement. Before EE exercises its right under this paragraph, Cellhire shall liaise with the Reseller to determine whether there is justifiable reason for the Inactive Subscriptions to remain connected to the Network.
- 4.6 Cellhire does not warrant the availability of any of the SIMs and may from time to time amend the range of SIMs available or withdraw particular SIMs from sale or supply a comparable replacement.

5 Software licence

- 5.1 The Services or the SIMs provided by Cellhire from EE may contain or use EE Software or Licensed Software. Where EE Software is provided, Cellhire grants the Reseller a non-exclusive, revocable, non-transferable licence (without the right to sub-licence) to use any such EE Software in object code form for the purpose of properly accessing the Services for the duration of the Agreement. Any Licensed Software provided or accessed shall be governed by the terms of the relevant licence which shall comprise the Reseller's sole rights and remedies in respect of such Licensed Software.
- 5.2 If the Reseller does not accept the licence terms relating to any Licensed Software, the Reseller shall not use the relevant feature of the Service to which the Licensed Software relates and Cellhire shall not be required to deliver the relevant Service. The Reseller shall indemnify Cellhire and keep Cellhire indemnified in full and on demand for any claim or for any losses incurred or suffered by Cellhire (including any legal costs) arising from any failure of the Reseller to comply with the terms of the Licensed Software or EE Software.
- 5.3 The licence granted under the Agreement to use EE Software may be terminated if the continued use or possession of the EE Software infringes the rights of any third party. The licence shall further be subject to the Reseller:
 - 5.3.1 undertaking not to copy, reproduce, translate, adapt, vary, modify, sub-licence, decompile, reverse engineer or create derivative works from or allow any third party access to any EE Software (or any part of it) unless expressly permitted to do so by Cellhire, EE or by relevant law; and
 - 5.3.2 not using the EE Software on any equipment other than the SIMs unless otherwise expressly specified or approved by Cellhire or EE.

6 Warranty

- 6.1 The Reseller shall notify Cellhire within 7 days of receipt if any Equipment have arrived damaged and/or faulty or if an order has been incorrectly fulfilled.
- 6.2 If Cellhire has procured that the Reseller receives the benefit of a manufacturer's warranty, Cellhire will enforce those rights under any manufacturer's warranties for the benefit of the Reseller on written notice by the Reseller. All out of warranty replacements shall be charged to the Reseller at List Price. Replacements by Cellhire under this paragraph will be made with refurbished products of similar specification at EE's discretion, and are subject to the original device being returned.
- 6.3 Cellhire shall replace the SIMs which are found to be defective within 12 months of delivery due to faulty materials or workmanship at no charge. Cellhire's liability for a failed SIM within this period is limited to the cost of a replacement SIM. All other replacements of SIMs are subject to payment by the Reseller of a SIM charge.
- 6.4 Cellhire warrants that any EE Software shall conform in all material respects to the manufacturer's specifications for a period of 90 days from the date of delivery of the EE Software, provided that the EE Software is used in accordance with any such specification and that no modifications have been made. Cellhire's sole obligation and liability for breach of this warranty will be to promptly procure that EE repairs or replaces (at EE's expense) the defective EE Software.
- 6.5 The above warranties are subject to compliance by the Reseller and the Subscribers in all material respects with all licences, specifications, user manuals, any other user guidelines, and any manufacturer's conditions specified in the warranty.