

General Terms and Conditions



Last Updated: April 2025

1 INTRODUCTION

These General Terms and Conditions together with the Service Descriptions (as defined below) and the Order Confirmation (together, the "**Agreement**"), made between You and CSL, govern Your purchase and use of Equipment and Services from CSL. In the event of a conflict between these documents the following priority will apply: (1) the Order Confirmation (2) the Service Descriptions (3) these General Terms and Conditions.

2 DEFINITIONS

"**Affiliate**" of an entity means a legal entity that is controlled by, controls, or is under common control with the first entity. "Control" means that an entity possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of voting shares, by contract or otherwise.

"**Business Day**" means Monday to Friday excluding public holidays.

"**Communication Provider**" means telecommunications operators which from time to time are the operators of the relevant Network.

"**Competent Authority**" means any governmental, judicial or regulatory authority having jurisdiction over the Network, this Agreement or any of the parties.

"**CSL**" means CSL (Dualcom) Limited (incorporated in England with company number 03155883) or one of its Affiliates that has agreed to provide the Equipment and Services to You.

"**Equipment**" means any item of hardware or equipment (excluding SIMs) provided by CSL to You which may be CSL or third party branded.

"**Network**" means any and all of the telecommunications systems whether fixed, wireless or satellite operated by the Communication Providers or other systems provided by a Third Party Service Provider as may be made available by CSL to You for the purpose of providing the Services.

"**Order Confirmation**" means the order confirmation issued by CSL when CSL accepts Your order for Equipment and/or Services.

"**Services**" means any and all services provided by (or on behalf of) CSL.

"**Service Description**" means (i) the service descriptions for CSL Equipment and Services found at www.csl-group.com (or any replacement location advised by CSL) or (ii) any statement of work describing specific Services.

"**Third Party Services**" means services not provided or hosted by CSL but by a third party that CSL resells or incorporates into the Services and "**Third Party Service Provider**" means the provider of any such Third Party Services.

"**VAT**" means value added tax or other local sales tax.

"**You**" means the customer that has agreed to buy the Equipment and Services from CSL as set out in an Order Confirmation and "**Your**" is interpreted accordingly.

3 TERM

3.1 Each Service will continue for the minimum term stated in the Order Confirmation or, if no minimum term is stated in the Order Confirmation, the minimum term will be 12 months from the date of the Order Confirmation. Any use beyond that minimum term will be subject to the then-current General Terms and Conditions and Service Descriptions and will continue until terminated in accordance with the Agreement.

3.2 If a Service is terminated prior to the end of its minimum term then on termination You must pay the charges for that Service that would have been payable for the remainder of the minimum term.

4 ORDERING

4.1 Any Equipment and Services ordered by You are intended for use in the territories advised by CSL from time to time or as agreed in writing. CSL does not accept orders from private consumers. You must only place an order with CSL if You are a business user.

4.2 A contract between You and CSL is formed only when either (i) CSL issues You with an Order Confirmation or (ii) where an Order Confirmation is not provided when an invoice has been issued to You. The terms of any Service Descriptions for the Equipment and Services referred to in an Order Confirmation shall be deemed to be incorporated into this Agreement. To the extent that CSL accepts a purchase order from You: (a) CSL rejects all terms and conditions that may be contained in any purchase order or documentation submitted by You in connection with Your order; and (b) CSL's acceptance is conditional on the application of these General Terms and Conditions.

4.3 Each order placed by You and accepted by CSL shall constitute a separate contract between You and CSL for the Equipment and

Services set out in the Order Confirmation on the terms of this Agreement.

- 4.4 CSL reserves the right in relation to an order to specify that delivery will be on the basis of Incoterms 2020 based on a location specified in the Order Confirmation or such other address as may be agreed in writing. Unless otherwise stated deliveries to the UK and EU are on the basis of Incoterms 2020 DAP.

5 PROVISION OF SERVICES

- 5.1 CSL shall use reasonable endeavours to provide the Services as set out in the Order Confirmation and in accordance with the relevant Service Description.
- 5.2 CSL shall be entitled to make changes to the Service Descriptions or the terms of this Agreement to comply with changes in applicable law or as required by any Competent Authority subject to giving You whenever possible 30 days written notice of any relevant changes. CSL may also update the Service Descriptions and the terms of this Agreement from time to time by notifying You in writing, and these updated terms will take effect at the end of the minimum term for the Services or, if the minimum term has already expired, 30 days after we notify You.
- 5.3 You acknowledge and agree it is technically impracticable to provide completely fault free Services and CSL does not undertake to do so. You acknowledge that CSL's ability to provide the Services may be affected by circumstances beyond its control.

6 THIRD PARTY SERVICES

- 6.1 You acknowledge that in relation to the Services or part of the Services CSL may be reselling, utilising or incorporating Third Party Services, including hosted Third Party Services. You acknowledge that CSL's ability to procure Third Party Services may be affected by circumstances beyond its control including termination of third party supply agreements or events affecting the Third Party Service Provider.
- 6.2 You agree that access to Third Party Services is subject to compliance by You with any Third Party Service Provider's terms and conditions of use.

7 USE OF THE SERVICES

- 7.1 You acknowledge that use of the Services is at all times subject to any provisions relating to usage contained in any Service Description.

8 CHARGES

- 8.1 All amounts due under the Agreement are exclusive of VAT which You shall pay in addition at the rate prevailing on the due date of payment. You will pay any periodic charges annually in advance unless agreed otherwise. CSL may, at any time, require You to pay a

deposit or provide a guarantee as security for payment of future periodic charges. CSL reserves the right to charge You for any use of the Services above any agreed usage allowances and for use in contravention of any fair use policy that applies to the Services.

- 8.2 For orders to be delivered in instalments over a period of time, CSL may adjust the charges due to changes to exchange rates, duties, insurance, freight, handling and purchase costs.

- 8.3 CSL may increase the charges under the Agreement from time to time by written notice to You and the change to the charges will take effect 30 days after the date of the notice.

9 PAYMENT TERMS

- 9.1 Unless other terms are agreed in the Order Confirmation, invoices shall be paid within 30 days of the invoice date in the currency identified on the invoice. You must advise CSL in writing of any error in the invoice within 14 days of the invoice date. CSL reserves the right to require You to make payments by direct debit for certain types of CSL Services.
- 9.2 If a party fails to pay in full on the due date any sum payable by it under or in connection with the Agreement, interest on the outstanding amount shall accrue on a daily basis from the due date until the date of payment (whether before or after judgment) at the rate of 5% per annum above the Bank of England base rate from time to time.
- 9.3 The parties agree that Clause 9.2 is a substantial remedy and is fair for the purposes of section 8 of the Late Payment of Commercial Debts (Interest) Act 1998.

10 INTELLECTUAL PROPERTY

- 10.1 All right, title, and interest in the intellectual property in the Equipment, and the methods and processes by which the Services are performed belong solely and exclusively to CSL, its Communication Providers or Third Party Service Provider. CSL grants You a non-exclusive, non-transferable, royalty free right to use the Services solely (i) in the country or countries in which You do business, (ii) for Your internal use, and (iii) for You to enjoy the benefit of the Services as stated in this Agreement.

- 10.2 You are not permitted to use the branding (such as trade marks or logos) of CSL or any of CSL's suppliers.

11 WARRANTIES

- 11.1 CSL will provide the Services with reasonable care and skill. CSL does not warrant that the Equipment and Services will operate uninterrupted or that they will be free from defects or that it will meet Your specific requirements. All other warranties, conditions, representations and other terms

whether express or implied are, to the fullest extent permitted by law, excluded from the Agreement.

12 INDEMNITIES

- 12.1 CSL shall indemnify You (a) against any third party claim that the Equipment and Services supplied by CSL and used by You in accordance with this Agreement infringe or misappropriate that third party's intellectual property rights in the country in which CSL delivers the Equipment and/or Services ("Indemnified Claims") and (b) by paying: (i) the resulting costs and damages finally awarded against You by a court of competent jurisdiction to the extent that such are the result of the Indemnified Claim; or (ii) the amounts stated in a written settlement negotiated and approved by CSL. This Clause is an exclusive statement of CSL's liability and responsibility for Indemnified Claims.
- 12.2 If CSL receives prompt notice of an Indemnified Claim that, in CSL's reasonable opinion, is likely to result in an adverse ruling, then CSL shall, at its discretion and as a sole and exclusive remedy, offer a reasonable resolution to the breach such as, but not limited to, obtaining a right for You to continue using such Equipment or Services, modifying such Equipment or Services to make it non-infringing or replacing such Equipment or Service.
- 12.3 CSL's duty to indemnify is dependent upon (i) CSL receiving prompt written notice of the third party claim (ii) CSL having sole control of the defence and resolution of such claim and (ii) Your cooperation with CSL in defending and resolving such claim.
- 12.4 You shall indemnify CSL and its Affiliates against (i) any third party claim arising out of Your breach of CSL's, its Affiliates' or third parties' intellectual property rights including those belonging to the Communications Provider and any Third Party Services Provider (ii) any breach of access conditions to any element of the Communication Providers Network or Third Party Services.

13 DATA PROTECTION

- 13.1 Customer and CSL agree that it is not their intention that any Personal Data will be transferred or processed as part of the Services provided by CSL.
- 13.2 This Clause 13 will apply only where one party (the "**Controller**") provides Personal Data to the other party (the "**Processor**") during the course of CSL providing its services.
- 13.3 In this Clause 13:

13.3.1 "**Data Subject**", "**Personal Data**" and "**processing**" shall have the meanings given to them in the Data Protection Laws from time to time and international organisation and Personal Data Breach shall have the respective meanings given to them in the Data Protection Laws;

13.3.2 "**Data Protection Laws**" means all laws applicable to any personal data processed under or in connection with this agreement;

13.3.3 "**Protected Data**" means Personal Data received from or on behalf of the Controller in connection with the performance of the Processor's obligations under this Agreement; and

13.3.4 "**Sub-Processor**" means any third party engaged by the Processor to carrying out any processing activities on behalf of the Controller in respect of the Protected Data.

13.4 *Compliance with Data Protection Laws* - The Controller shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Controller shall ensure all instructions given by it to the Processor in respect of Protected Data shall at all times be in accordance with Data Protection Laws. The Processor shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Agreement.

13.5 *Instructions* - The Processor shall only process the Protected Data in accordance with the Controller's written instructions except where otherwise required by applicable law (and shall inform the Controller of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). If the Processor believes that any instruction received by it from the Controller is likely to infringe the Data Protection Laws it shall promptly inform the Controller.

13.6 *Processor's Personnel* - The Processor shall ensure that persons authorised to process the Protected Data are under an obligation of confidentiality in respect of the Protected Data.

13.7 *Security* - The Processor shall implement and maintain appropriate technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

13.8 *Sub-processing* - The Processor shall not permit any processing of Protected Data by a Sub-Processor without the prior notification to the Controller and the Processor must appoint any Sub-Processor under a written

contract containing materially the same obligations as under this Clause 13.

13.9 *Assistance* - The Processor shall (at the Controller's cost):

13.9.1 assist the Controller in ensuring compliance with the Controller's obligations pursuant to the Data Protection Laws taking into account the nature of the processing and the information available to the Processor; and

13.9.2 taking into account the nature of the processing, assist the Controller (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Controller's obligations to respond to requests for exercising the Data Subjects' rights under the Data Protection Laws in respect of any Protected Data.

13.10 *Audits and processing* - The Processor shall make available to the Controller all information as is necessary to demonstrate the Processor's compliance with the obligations placed on it under this Clause 13 and allow for and contribute to audits, including inspections, conducted by the Controller (or another auditor mandated by the Controller) for this purpose.

13.11 *International transfers* - Unless permitted by the Data Protection Laws, the Processor shall not process and/or transfer any Protected Data in or to third countries or to any international organisation.

13.12 *Breach* - The Processor shall notify the Controller without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

13.13 *Deletion/return* - At the end of the provision of the services relating to the processing of Protected Data, at the Controller's cost and the Controller's option, the Processor shall either return all of the Protected Data to the Controller or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Processor to store such Protected Data.

14 LIMITATIONS ON LIABILITY

14.1 Neither CSL nor You exclude or limit liability for (i) death or personal injury resulting from negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be excluded or limited by law.

14.2 Subject to Clause 14.1, CSL shall not be liable for the following types of loss whether arising under contract, tort (including negligence), indemnity or otherwise whether or not such losses were contemplated by the parties: (i) loss of profit, income or revenue;

(ii) loss of use of Your systems or networks; (iii) loss of goodwill or reputation; (iv) loss of, corruption of, or damage to data; (v) recovery or reinstallation of data or software; or (vi) special, indirect or consequential loss or damage.

14.3 Subject to Clause 14.1, CSL's total liability to You whether arising under contract, tort (including negligence), indemnity or otherwise in any 12 month period, however arising out of or in connection with this Agreement, shall not exceed the price payable by You to CSL under this Agreement in that 12 month period.

15 TERMINATION

15.1 CSL may terminate this Agreement at any time on written notice to the Customer if the Communication Provider which provides the required connectivity for the Network to operate either (i) ceases to provide such connectivity to CSL or (ii) materially changes the terms on which it provides such connectivity to CSL so that it is no longer commercially viable for CSL to continue to provide the services, and in either case CSL has not been able to procure replacement services from another service provider having used best endeavours to do so. CSL may terminate this Agreement at any time on written notice to the Customer if it becomes unlawful for CSL to provide the relevant services or if CSL is required to cease the relevant services by a Competent Authority.

15.2 Either party may terminate this Agreement (i) if the other party commits a material breach which is not cured within 30 days of written notice or (ii) if the other party ceases, or threatens to cease, to carry on business or becomes insolvent.

15.3 CSL may terminate the Agreement and/or the Service in whole or in part at any time on 30 days' written notice to You.

15.4 You may terminate the Agreement and/or the Service in whole or in part on 30 days' written notice to CSL such notice to expire any time on or after the minimum term or fulfilment of any minimum commitment identified in the Order Confirmation.

15.5 Upon termination of this Agreement, all rights and obligations under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations, and any obligations that expressly or by implication are intended to survive termination.

16 CONFIDENTIALITY

16.1 "Confidential Information" means all information of a confidential nature in the disclosing party's possession or control, whether created before or after the date of the Agreement, whatever its format, and whether or not marked "confidential"; and the terms of

the Agreement, and negotiations relating to it, but not including information which is or comes into the public domain through no fault of the other party, was already lawfully in the other party's possession or comes into the other party's possession without breach of any third party's confidentiality obligation to the disclosing party, or is independently developed by or on behalf of the other party.

- 16.2 Each party shall safeguard the other party's Confidential Information as it would its own confidential information, and shall use, copy and disclose that Confidential Information only in connection with the proper performance of the Agreement.
- 16.3 Nothing in the Agreement shall be construed so as to prevent one party from disclosing the other's Confidential Information where required to do so by a court or other competent authority, provided that, unless prevented by law, the first party promptly notifies the other party in advance and discloses only that part of the other party's Confidential Information that it is compelled to disclose.
- 16.4 Each party shall tell the other immediately if it discovers that this Clause 16 has been breached and shall, on request, return to the other all of the other party's Confidential Information which is in a physical form and destroy any other records containing Confidential Information. The obligations in this Clause 16 shall continue without limit in time.

17 GENERAL

- 17.1 Each party agrees to comply with all applicable laws and regulations that are applicable to it.
- 17.2 Each party shall comply with all applicable laws, regulations, and sanctions relating to anti-bribery and anti-corruption ("**Anti-Corruption Laws**"). Each party shall maintain in place its own policies and procedures to ensure compliance with the Anti-Corruption Laws and each party agrees to enforce them where appropriate. Each party agrees it will not do or omit to do or permit anything to be done which is an offence or which may be deemed to be an offence under the Anti-Corruption Laws and it will notify the other immediately upon becoming aware or upon becoming reasonably suspicious that an activity related to this Agreement has contravened or may contravene the Anti-Corruption Laws.
- 17.3 Each party shall comply with all Applicable Laws relating to anti-slavery and human trafficking ("**Anti-Slavery Laws**"). Each party shall maintain in place its own policies and procedures to ensure compliance with the Anti-Slavery Laws and each party agrees to enforce them where appropriate. Each party shall notify the other party as soon as it

becomes aware of any actual or suspected breach of Anti-Slavery Laws in any supply chain which has a connection with this Agreement.

- 17.4 Each party shall comply with all Applicable Laws relating to tax evasion and facilitation of tax evasion ("**Tax Evasion Laws**"). Each party shall maintain in place its own policies and procedures to ensure compliance with the Tax Evasion Laws and each party agrees to enforce them where appropriate. Each party shall notify the other party as soon as it becomes aware of any actual or suspected breach of Tax Evasion Laws in any supply chain which has a connection with this Agreement. In this clause "tax evasion" means an offence involving (i) cheating the public revenue or (ii) being knowingly concerned in, or taking steps with a view to, the fraudulent evasion of a tax and includes any other similar offence in any jurisdiction.
- 17.5 Some CSL products may be subject to import and export controls. You shall comply with all applicable international trade control laws, including applicable export control, economic sanctions, customs and import control. You shall not resell to or otherwise provide any equipment to any person which is subject to a trade sanction, embargo or similar sanction or restriction (including any person on the UK Sanctions List published by the UK Government or the equivalent lists published by the European Union and the United States government). Any breach of this clause by You will be deemed an irremediable material breach of the Agreement.
- 17.6 Each party shall comply with all relevant environmental laws and shall use reasonable endeavours to operate in a manner that is environmentally responsible. CSL operates using an environmental management framework that is certified to the ISO-14001:2015 standard.
- 17.7 Neither party shall be liable to the other for any delay or failure to perform any of its obligations caused by events beyond its reasonable control. If the delay lasts longer than 30 days, then the other party may immediately terminate, in whole or in part, this Agreement by giving written notice to the delayed party.
- 17.8 Neither party may assign or transfer this Agreement without the prior written consent of the other party except that CSL may without Your consent (i) assign or transfer this Agreement to any of its Affiliates or a debt collection agency and (ii) subcontract any or all of its obligations under this Agreement but shall remain liable to You for such obligations.
- 17.9 Nothing in the Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties. No party shall have the authority to bind the other

party or to contract in the name of, or create a liability against, the other party in any way or for any purpose.

Agreement, including disputes relating to any non-contractual obligations.

- 17.10 The parties do not intend any third party to have the right to enforce any provision of the Agreement.
- 17.11 The Agreement is the entire agreement between the parties, and replaces all previous agreements and understandings between them, relating to its subject matter. Neither party shall have any remedy in respect of any statement not set out in the Agreement upon which it relied in entering into the Agreement, unless the statement was made fraudulently.
- 17.12 Except as expressly set out in the Agreement, no variation of the Agreement shall be effective unless it is in writing and signed by or on behalf of each party.
- 17.13 The rights and remedies expressly conferred by the Agreement are cumulative and additional to any other rights or remedies a party may have.
- 17.14 Notice to CSL under this Agreement must be in writing and sent by postage prepaid first-class mail or receipted courier service to its registered office or to such other address (including e-mail) as specified in writing, and will be effective upon receipt.
- 17.15 If there is a disagreement in relation to the Agreement, the parties shall use reasonable endeavours to negotiate and settle the disagreement. If it is not possible to settle the disagreement within 5 Business Days, each party shall each nominate a senior representative or representatives who shall meet to try to resolve the matter. If the matter is not resolved at that level within 10 Business Days of the matter having first been considered by the parties in negotiations, or such longer period as may be agreed by the parties, then the matter may be referred by either party to a meeting to be convened between a board director of each party (or, if they are not available, their appointed deputies). If any such meeting fails to result in a settlement within 10 Business Days of such referral to it (or it is not possible to convene such a meeting within this period) then the matter may be referred to the courts.
- 17.16 Save in relation to any claim by CSL for non-payment, neither party shall refer any dispute to the courts unless and until the dispute resolution procedures of Clause 17.15 have been followed.
- 17.17 The Agreement and any non-contractual obligations arising in connection with it are governed by and construed in accordance with the law where CSL is incorporated, and the courts where CSL is incorporated shall have exclusive jurisdiction to determine any dispute arising in connection with the