

## CONDITIONS FOR CSL ROUTER SERVICES

### 1. INTERPRETATION

Capitalised terms in these Conditions and the Agreement shall mean:

<i>Agreement</i>	means, in order of precedence, the Order Form and these Conditions;
<i>Ancillary Equipment</i>	means any ancillary equipment ordered by the Customer (eg aerials and cables): Ancillary Equipment expressly excludes all SIM cards, Pre-Configured Router or any other item of equipment not individually priced but supplied as part of Services.
<i>Applicable Law(s)</i>	means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time;
<i>Business Days</i>	means any day which is not a Saturday, Sunday or public or bank holiday in England.
<i>Charges</i>	means the total charges to be paid by the Customer for the Services and or Ancillary Equipment) and the SIMs as specified on the Order Form and payable in accordance with the Agreement.
<i>Communication Provider</i>	means such telecommunications operators whether mobile or fixed line from time to time as may be the operator of the relevant Network;
<i>Confidential Information</i>	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", including manuals; 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;

<i>Intellectual Property Rights</i>	means all vested and future rights of copyright and related rights, design rights, database rights, patents, rights to inventions, trade marks and get-up (and goodwill attaching to those trade marks and that get up), domain names, applications for and the right to apply for any of the above, moral rights, goodwill (and the right to sue for passing off and unfair competition), rights in know-how, rights in confidential information, rights in computer software and semiconductor topographies, and any other intellectual or industrial property rights or equivalent forms of protection, whether or not registered or capable of registration, and all renewals and extensions of such rights, whether now known or in future subsisting in any part of the world;
<i>Minimum Term</i>	means a minimum of 12 months unless specified otherwise on the Order Form;
<i>Network</i>	means any and all of the telecommunications systems whether fixed or wireless operated by the Communication Provider(s) or other systems provided by a Third Party Service Provider as may be made available by CSL to the Customer for the purpose of providing the Services;
<i>Pre-Configured Router</i>	means an item of hardware (including software) provided by CSL to the Customer as part of the Services
<i>Roaming</i>	means use of the Service where access is provided via an alternative wireless data service and where CSL's Communication Provider has an agreement with the alternative wireless data service provider for such access;
<i>Services</i>	the services to be provided by CSL including Third Party Services that may be provided by CSL under this Agreement or otherwise agreed between the parties in writing;
<i>SIM(s)</i>	means a Subscriber Identity Module card which has been supplied to the Customer by CSL as part of the Service;
<i>Third Party Services</i>	services not provided or hosted by CSL but by a third party that CSL resells or incorporates into the Services that CSL provides under this Agreement; and

*Third Party Service Provider* means the provider of any Third Party Services.

## 1 DELIVERY, PROPERTY AND RISK

### *SIM Cards*

1.1 Risk shall pass to the Customer on delivery of the SIMs to the Customer. Risk means (i) a duty to take reasonable care of the SIMs received and (ii) responsibility for damage caused to or by use, handling or storage of the SIMs.

1.2 Notwithstanding delivery and the passing of risk in any SIMs, unless otherwise agreed between the parties in writing, title in the SIMs shall not pass to the Customer but shall remain vested in CSL or as applicable the Communication Provider. CSL reserves the immediate right of repossession of any SIMs on termination of the Agreement.

### *Pre-Configured Router*

1.3 Risk shall pass to the Customer on delivery of the Pre-Configured Router to the Customer. Risk means (i) a duty to take reasonable care of the Pre-Configured Router received and (ii) responsibility for damage caused to or by use, handling or storage of the Pre-Configured Router.

1.4 Notwithstanding delivery and the passing of risk in any Pre-Configured Router, unless otherwise agreed between the parties in writing, title in the Pre-Configured Router shall not pass to the Customer but shall remain vested in CSL. CSL reserves the immediate right of repossession of any Pre-Configured Router on termination of the Agreement for any reason.

1.5 While the Pre-Configured Router is in the Customer's possession it must remain connected to a current CSL provisioned SIM card and the CSL Network.

### *Ancillary Equipment*

1.6 Risk in Ancillary Equipment shall pass to the Customer on delivery of the Ancillary Equipment to the Customer. Title to each item of Ancillary Equipment shall vest in the Customer (unless otherwise expressly stated on the Order Form) upon full payment for the item.

1.7 CSL reserves the immediate right of repossession of any Ancillary Equipment which have not been paid for to which CSL has retained title. Customer hereby grants, and shall use all reasonable endeavours to procure that any third party which holds such Ancillary Equipment shall grant, an irrevocable right and licence to CSL's employees, agents and contractors to enter all or any premises where Ancillary Equipment is stored without prior notice to recover it.

## 2 PROVISION OF THE SERVICES

2.1 CSL agrees to provide the Services to the Customer on the terms of this Agreement and to use reasonable endeavours to provide the Services by the date agreed with the Customer. All dates and times are estimates and CSL has no liability for any failure to meet any date or timing.

- 2.2 CSL will provide the Services with the reasonable skill and care of a competent service provider.
- 2.3 The Customer acknowledges and agrees it is technically impracticable to provide completely fault free Services and CSL does not undertake to do so. The Customer acknowledges that CSL's ability to provide the Services may be affected by circumstances beyond its control, including but not limited to, atmospheric conditions, equipment failures and maintenance work. Coverage maps are an estimate and are not a guarantee of coverage.

### 3 **SIMS**

- 3.1 SIMs are supplied to CSL under license from Communication Providers and will at all times remain the property of the Communication Provider. The Customer cannot sell the SIM number, code, IP address, mobile number, or any associated number or agree to transfer them to a third party.
- 3.2 All the Customer's rights to use the SIM, SIM number, code, IP address or any associated number will cease upon termination of this Agreement or the relevant Service.
- 3.3 The Customer must inform CSL immediately if a SIM is lost, stolen, damaged or destroyed, or the Customer becomes aware that it or the Services are being used in an unauthorised manner.
- 3.4 The Customer will not use a SIM for any purpose other than for accessing the Services. CSL reserves the right to disconnect or suspend a SIM if it deems it is being misused. The Customer will be liable for any charges resulting from the misuse of a SIM or the information contained within a SIM.

### 4 **PRE-CONFIGURED ROUTER EQUIPMENT**

- 4.1 Where applicable, CSL shall provide the Pre-Configured Router to the Customer for the Minimum Term in accordance with the terms of this document.
- 4.2 CSL will ensure that the Pre-Configured Router is in good working condition immediately prior to delivery to the Customer. If there is any problem with the Pre-Configured Router, the Customer shall notify CSL of the problem and CSL shall use reasonable endeavours to promptly fix the problem or replace the relevant Pre-Configured Router, as it reasonably deems appropriate. CSL reserves the right to supply an alternative Pre-Configured Router provided it shall have equivalent functionality in all material respects.
- 4.3 The Customer shall only use the Pre-Configured Router for its intended purpose and shall comply with all applicable laws and regulations and shall abide by any fair use provisions notified to it by CSL. The Customer shall take good care of the Pre-Configured Router and keep it in good condition (fair wear and tear excepted). CSL reserve the right to apply a charge of £150.00 for any damage to the Pre-Configured Router during the Term.

#### *Delivery and Return*

- 4.4 The Pre-Configured Router shall be delivered at such time and place as set out in the Order Form or as mutually agreed between CSL and the Customer. CSL shall use reasonable endeavours to ensure that the Pre-Configured Router is in good condition at the time of delivery to the Customer. On delivery the Pre-Configured Router shall be checked by the Customer before being put into use and if found to be defective

or deficient will be replaced or defects or deficiencies remedied by CSL without additional charge. In no circumstances shall CSL be liable for any loss or damage of whatever kind however caused arising out of or in connection with the use of or the inability to use the Pre-Configured Router.

- 4.5 Unless otherwise agreed in writing between CSL and the Customer it shall be the responsibility of the Customer to return the Pre-Configured Router to CSL on termination of the Agreement at their cost within 5 Business Days.
- 4.6 Where Pre-Configured Router is in transit whether delivered by CSL or being returned by the Customer such delivery or return is at the Customer's risk and expense and the Customer shall be liable for physical loss and damage to the Pre-Configured Router from the time it leaves CSL's premises until it is returned to CSL's premises.
- 4.7 The Pre-Configured Router should be returned in the same condition as it was at the start of the Minimum Term, fair wear and tear excepted. CSL reserves the right to apply a charge of £150.00 for failure to return the Pre-Configured Router to CSL at the end of the Term and/or for any damage to the Pre-Configured Router during the Term.

#### *Ownership of Pre-Configured Equipment*

- 4.8 The Pre-Configured Router remains at all times the property of CSL and the Customer shall have no right, title or interest therein save as a Customer under this Agreement. The Customer shall not sell or offer for sale, assign, mortgage, pledge, underlet, lend or otherwise deal with the Pre-Configured Router and the Customer will keep the Pre-Configured Router in its possession and will not allow any lien or other encumbrance to be created in or over the Pre-Configured Router. The Customer will not remove or alter any labels identifying the Pre-Configured Router as belonging to CSL.
- 4.9 During the continuance of the Agreement the Customer shall pay to CSL by way of the agreed monthly or yearly subscription fee as set out in the Order Form or such other charges as may have been agreed in writing between CSL and the Customer.

#### **5 THIRD PARTY SERVICES**

- 5.1 The Customer acknowledges 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. The Customer acknowledges 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. CSL will pass to Customers, to the extent that it is permitted to do so, the benefit of any service level agreement given by the supplier of the Third Party Services.

#### **6 CUSTOMER OBLIGATIONS**

- 6.1 The Customer shall provide CSL with any and all information and/or assistance that CSL may require in order to perform the Services. The Customer shall ensure that the information is complete and accurate. CSL shall not be responsible for any failure and/or delay in providing the Services if such failure and/or delay is as a result of the Customer's failure to provide CSL with the required information and/or assistance. The Customer will be liable for any administrative charges it or its Communication Provider or Third Party Service Provider incurs as a result of information that it receives from the Customer which is incomplete or inaccurate.

6.2 The Customer will take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure any software used with or in connection with the Services, not provided by CSL or its Communication Provider or a Third Party Service Provider is not infected by viruses and/or logic bombs, worms, Trojan horses and any other types of disruptive, destructive or nuisance programs.

## 7 **USE OF THE SERVICES**

7.1 The Customer shall ensure that any use of the Services shall:

7.1.1 comply with all Applicable Laws;

7.1.2 not contravene any terms of a licence applicable to the parties or code of practice or guidelines issued by a regulatory authority and not in any way be fraudulent or unlawful (including by sending unsolicited advertising or promotional materials and making nuisance calls);

7.1.3 be consistent with a reasonable customer's good faith use of similar services (including complying with any reasonable instructions provided by CSL or CSL's Communication Provider or Third Party Service Provider, not acting in a way that could adversely affect the provision of Services to CSL or CSL's Communication Provider's or Third Party Service Provider's other customers and not using the Services in a way which may cause reputational damage to CSL or CSL's Communication Provider or Third Party Service Provider);

7.1.4 not interfere with any third party's rights (including such third party's Intellectual Property Rights);

7.1.5 comply with any instructions referred to in paragraph 8.1.4 or any instructions received from CSL's Communication Provider or Third Party Service Provider; and

7.1.6 comply with the Customer's obligations under this Agreement.

7.2 The Customer shall abide by the terms of use of any third party software or applications made available by CSL as part of the Services including any application installed by the Customer onto a Customer owned device used to access the Network or any Customer device being monitored and which is connected to the Network.

## 8 **VARIATIONS TO SERVICES**

8.1 CSL shall be entitled at any time:

8.1.1 for operational reasons to change the codes or the numbers allocated to the Customer or the technical specification of the Services, provided that where possible any change to the technical specification does not materially affect the performance of the Services;

8.1.2 to change the way it provides the Services if CSL's Communication Provider or Third Party Service Provider changes the way it provides the Services or any part of them to CSL;

8.1.3 to suspend the Services or any part of the Services:

(a) for modification or maintenance work;

- (b) if the Network fails or is unavailable for any reason;
- (c) if the Third Party Services fail or are unavailable for any reason;
- (d) to comply with the requirements of the Communication Provider, the Third Party Service Provider or any regulator;
- (e) because of an emergency, for reasons of security, or upon instruction by emergency services, any government or appropriate authority;
- (f) for late payment;
- (g) if the Customer persistently fails to abide by any fair use policies or data allowances;
- (h) if CSL believes the Customer is conducting its business illegally or for an illegal purpose; or
- (i) if CSL believes a SIM is being used fraudulently or illegally or if it has been lost or stolen,

8.1.4 to give the Customer instructions which are reasonably necessary for reasons of health, safety or the quality of the Services provided by CSL to the Customer or any other customer; and

8.1.5 to disconnect a SIM in the event that CSL exercises its right(s) of suspension in accordance with the Agreement and the event that gave rise to the suspension is: (i) not capable of remedy; or (ii) is capable of remedy by the Customer, but the Customer fails to so remedy within 15 days of receiving notice from CSL specifying the issue and requiring it to be remedied.

8.2 CSL will give the Customer as much notice as possible before taking any of the above actions and if it is necessary to suspend the Services, will whenever practicable, agree with the Customer when this will happen.

8.3 Where the Services are suspended under this paragraph 8, the Customer must, where the suspension is due to an act or omission of the Customer, pay the Charges for the Services and any reasonable costs incurred by CSL or its Communication Provider or Third Party Service Provider in the implementation of such suspension until this Agreement is terminated.

## 9 **CHARGES**

9.1 The Customer shall pay the Charges for the Services set out in the Order Form.

9.2 CSL reserves the right, by giving notice to Customer 30 days written notice, to increase the Charges to reflect any demonstrable additional cost incurred by CSL in the supply of the Services as a result of any:

- (a) increase in the charges imposed on CSL by any Third Party Service Provider and/or Communication Partner including any increase due to currency fluctuation; and/or
- (b) increase in costs directly due to regulatory changes or changes to Applicable Law relating to the provision of the Services; and/or

- (c) increase in the costs of CSL in performing its obligations under the Agreement which is due to any factor beyond the control of CSL.
- 9.3 CSL reserves the right to charge the Customer for any use of the Services above any allowances in any fair use policy or data allowances.
- 9.4 The Charges do not include VAT which Customer shall pay, in addition to the Charges, at the rate prevailing on the date that the relevant Services were supplied, and in the manner prescribed by Applicable Law.
- 9.5 All invoices shall be paid by the Customer within 30 days of the date of invoice. CSL may suspend delivery of the Services if any payments are overdue and until full payment is received. If full payment is not received by the due date CSL will be entitled to charge interest on the amount outstanding at the rate of 3% per annum above the London Inter Bank Offer Rate ("**LIBOR**") from the due date until the date of payment (whether before or after judgment).
- 9.6 If the Customer disputes an invoice it must notify CSL within 30 days of the date of invoice. The Customer must not withhold payment of a disputed invoice while the dispute is resolved. Disputes shall be resolved in accordance with the escalation and dispute procedure set out in paragraph 13.

## 10 **EXCLUSION OF WARRANTIES**

- 10.1 Customers must satisfy themselves as to the suitability of the Pre-configured Router Equipment and the Services for their needs. CSL does not warrant fitness for any particular purpose. Fitness for use in any particular manner or environment must be agreed in writing with CSL prior to supply.
- 10.2 Customers are not automatically entitled to repair or replacement other than as expressly agreed by CSL. CSL shall have no liability or obligation for defects in the SIMs or Services or failure to remedy defects except as expressly provided under this Agreement.
- 10.3 Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of the SIMs and Services is given or assumed by CSL and all such warranties are hereby excluded.

## 11 **INDEMNITIES**

- 11.1 The Customer shall on demand indemnify CSL from and against any and all claims, demands, actions, awards, judgments, settlements, costs, expenses, liabilities, damages and losses (including all interest, fines, penalties, management time and legal and other professional costs and expenses) ("**Losses**") incurred by CSL its associated companies and any of their respective directors, officers, employees, agents, contractors and licensees in connection with any third party claim based upon or otherwise arising out of any breach by the Customer of this Agreement including any use of the Services or SIMs in breach of this Agreement or breach by the Customer of any Third Party Service Provider's terms and conditions.
- 11.2 CSL will notify the Customer of any such claims or proceedings and keep the Customer informed as to the progress of such claims or proceedings.
- 11.3 Subject to paragraph 12 and to Customer's normal use or possession of the SIMs and/or Services in accordance with the Conditions, CSL shall on demand indemnify the Customer against all claims and proceedings arising from infringement of a third party's Intellectual Property Rights by reason of CSL's provision of the Services to



the Customer. As a condition of this indemnity the Customer must notify CSL promptly in writing of any allegation of infringement, make no admission relating to the infringement and allow CSL to conduct all negotiations and proceedings and give CSL all reasonable assistance in doing so (CSL will pay the Customer's reasonable expenses for such assistance) and allow CSL to replace and or modify the Services and/or SIMs, or any other item provided as part of the Services, so as to avoid the infringement, provided that the modification does not materially affect the performance of the Services.

- 11.4 The indemnity in paragraph 11.3 does not apply to infringements caused by the Customer's own breach of the terms of the Agreement, the use of the Services or SIMs in conjunction with other equipment, software or services not supplied by or approved by CSL or to infringements caused by designs or specifications made by, or on behalf of, the Customer. The Customer will indemnify CSL in accordance with paragraph 11.1 against all claims, proceedings and expenses arising from such infringements.

## 12 **LIMITATION OF LIABILITY**

- 12.1 CSL accepts unlimited liability for death or personal injury resulting from its negligence and for fraud and anything else which cannot be excluded or limited by Applicable Law; paragraphs 12.2 and 12.3 do not apply to such liability.
- 12.2 CSL is not liable to the Customer in contract, tort (including negligence) or otherwise for any: (i) indirect or consequential loss; nor (ii) whether direct or indirect, loss of profits, revenue, business, goodwill, destruction, loss, or corruption of data, wasted expenditure, business, interruption or opportunity or anticipated savings, whether or not CSL was advised in advance of the possibility of such loss or damage.
- 12.3 CSL's aggregate liability to the Customer in contract, tort (including negligence) or otherwise in relation to this Agreement (including any indemnity given by CSL) is limited to a sum equal to 100% of the total price paid or payable under this Agreement in the six months preceding the date of the relevant claim.
- 12.4 Each provision of this Agreement, excluding or limiting liability, operates separately. If any part is held by a court to be unreasonable or inapplicable, the other parts will continue to apply.

## 13 **ESCALATION AND DISPUTE RESOLUTION**

- 13.1 If a dispute arises between the parties to this Agreement, the parties will use their reasonable endeavours to settle the dispute in accordance with the following procedures:
- 13.1.1 a dispute which has not been settled by the Customer's representative and the CSL representative within seven days of the matter being raised, may be escalated by either party to the first level by written notice to the other party; and
  - 13.1.2 if the dispute is not resolved at the first level within seven days of escalation either party may refer the dispute to the second level.
- 13.2 The parties' representatives and the people to whom a dispute must be escalated at the first and second levels are as notified by either party to the other from time to time.

13.3 The parties shall not refer any dispute to the courts unless and until the dispute resolution procedures of paragraph 13 (*Escalation and Dispute Resolution*) have been followed.

#### 14 **CONFIDENTIALITY**

14.1 Each party shall safeguard the other party's Confidential Information as it would its own confidential information, shall use, that Confidential Information only in connection with the proper performance of the Agreement and will not disclose that information to any person (other than their employees or professional advisers) without the written consent of the other party.

14.2 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.

14.3 Each party shall tell the other immediately if it discovers that this paragraph 14 (*Confidentiality*) 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.

#### 15 **TERMINATION**

15.1 CSL may terminate this Agreement and/or the Services immediately on notice, if:

15.1.1 the Customer commits a material breach of the Agreement which:

- (a) is not capable of remedy; or
- (b) is capable of remedy, but which the Customer fails to remedy within 30 days of receiving notice from CSL, specifying the breach and requiring the breach to be remedied;

15.1.2 the Customer commits a persistent breach regardless of whether such breach is minor, trivial or capable of being remedied.

15.2 CSL may terminate this Agreement at any time on 30 days' written notice to the Customer if the Communication Provider which provides the required connectivity for the Network to operate ceases to provide such connectivity to CSL and CSL has not been able to procure replacement services from another service provider having used best endeavours to do so.

15.3 The Customer may terminate this Agreement at any time on 30 days' written notice to CSL if CSL:-

- (a) increases the Charges in respect of Services to the Customer's material disadvantage; or
- (b) substantially varies this Agreement and/or the method of delivery of the Services to the Customer's material disadvantage,

other than where such increases in Charges or change to this Agreement or method of delivery of the Services arises as a consequence of a change in prices, tariffs, terms or otherwise made by a regulatory body or Applicable Law; or

- (c) if the Territory is amended or reduced due to the fact that a roaming partner is deemed unsuitable by the Communication Partner, other than where such amendment or reduction of the Territory is triggered by a decision of a regulatory body, and if such amendment or reduction of the Territory coverage area effects a material part of the Customer's activated SIM Cards and is to the Customer's material disadvantage.

15.4 The Customer may terminate this Agreement and/or the Services immediately on notice, if CSL commits a material breach of the Agreement which:

- (a) is not capable of remedy; or
- (b) is capable of remedy, but which the CSL in breach fails to remedy within 30 days of receiving notice from the Customer specifying the breach and requiring the breach to be remedied.

15.5 Either party may terminate this Agreement or the Services immediately, on notice, if such other party becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (as amended); such other party ceases or threatens to cease to carry on the whole or a substantial part of its business; any distress or execution shall be levied upon such other party's property or assets; such other party shall make or offer to make any voluntary arrangement or composition with its creditors; any resolution to wind up such other party (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) shall be passed, any petition to wind up such other party shall be presented and not withdrawn or dismissed within seven days or an order is made for the winding up of such other party; such other party is the subject of a notice of intention to appoint an administrator, is the subject of a notice of appointment of an administrator, is the subject of an administration application, becomes subject to an administration order, or has an administrator appointed over it; a receiver or administrative receiver is appointed over all or any of such other party's undertaking property or assets; any bankruptcy petition is presented or a bankruptcy order is made against such other party; an application is made for a debt relief order, or a debt relief order is made in relation to such other party; such other party is dissolved or otherwise ceases to exist; or the equivalent of any of the events described in this paragraph 15.5 occurs in relation to such other party under the laws of any jurisdiction.

15.6 CSL may terminate the Agreement in accordance with the provisions of paragraph 19 (*Matters beyond the Reasonable Control of either Party*).

15.7 CSL may terminate the Agreement in accordance with the provisions of paragraph 18 (*Anti-bribery and Corruption*).

15.8 If any of the events detailed in paragraph 15.1, 15.4, 15.5 or 15.7 occur because of the Customer, CSL may suspend the Services and/or supply of Equipment and SIMs without prejudice to its right to terminate this Agreement. Where the Services or supply of Equipment and/or SIMs are suspended under this paragraph, the Customer must pay the Charges for the Services until this Agreement is terminated.

15.9 For the purposes of this paragraph 15 (*Termination*), a breach shall be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).

- 15.10 Termination or expiry of the Agreement (howsoever occurring) shall not affect either of the parties' accrued rights or liabilities, or the coming into force or the continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after termination or expiry.
- 15.11 On termination or expiry of this Agreement the Customers SIMs will be disconnected.
- 15.12 On termination or expiry of this Agreement the Customer shall pay any sums properly due (including the balance of sums up until the end of the Term) within 14 days of termination, shall cease using the Services and return the SIMs and any property belonging to CSL and the Customer will pay to CSL any applicable termination fee for the unexpired period of any Minimum Periods.

## 16 **INTELLECTUAL PROPERTY RIGHTS**

16.1 Subject to Clause 16.2, all Intellectual Property Rights in or relating to the Network, or the Services, or SIMs or software licensed (including the right to promote the Services under the Communication Provider's trade mark(s)) whether copyright, database rights, patents, registered designs or trade or service marks or similar rights shall be retained by CSL and the Communication Provider or Third Party Service Provider and the Customer shall acquire no such rights by reason of the provision of the same in respect of this Agreement.

16.2 CSL hereby grants Customer a royalty-free, non-exclusive, non-transferable and revocable right, to the extent necessary for Customer to receive the Network and Services and SIMs, to use:

16.2.1 CSL's Intellectual Property Rights in or relating to the Network; and

16.2.2 on behalf of the Communication Provider or Third Party Service Provider, the Communication Provider's or Third Party Service Provider's Intellectual Property Rights in the Network, on condition that the Customer must not alter, adapt, licence, reverse engineer such information and materials unless expressly permitted by the Communication Provider or Third Party Service Provider.

Such licences shall terminate on any termination of the Agreement and/or the Services.

## 17 **DATA PROTECTION**

17.1 Customer and CSL agree that it is not their intention that any Protected Data should be transferred or processed as part of the Services provided by CSL.

17.2 This Clause 17 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.

### *Definitions*

17.3 In this clause 17:

17.3.1 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 GDPR;

- 17.3.2 Data Protection Laws means the Data Protection Directive 95/46/EC and/or the Data Protection Act 2018 or the GDPR, any laws which implement any such laws, and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
- 17.3.3 GDPR means the General Data Protection Regulation (EU) 2016/679;
- 17.3.4 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
- 17.3.5 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.

#### *Compliance with Data Protection Laws*

- 17.4 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.

#### *Instructions*

- 17.5 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.

#### *Processor's Personnel*

- 17.6 The Processor shall ensure that persons authorised to process the Protected Data are under an obligation of confidentiality in respect of the Protected Data.

#### *Security*

- 17.7 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.

#### *Sub-processing*

- 17.8 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 17.

#### *Assistance*

- 17.9 The Processor shall (at the Controller's cost):

- 17.9.1 assist the Controller in ensuring compliance with the Controller's obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to the Processor; and
- 17.9.2 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 Chapter III of the GDPR in respect of any Protected Data.

*Audits and processing*

- 17.10 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 1 and allow for and contribute to audits, including inspections, conducted by the Controller (or another auditor mandated by the Controller) for this purpose.

*International transfers*

- 17.11 The Processor shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any international organisation where permitted by the Data Protection Laws.

*Breach*

- 17.12 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.

*Deletion/return*

- 17.13 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.

## 18 **ANTI-BRIBERY AND CORRUPTION**

- 18.1 Both parties shall not, and shall procure that their directors, employees, agents, representatives, contractors or sub-contractors shall not engage in any activity, practice or conduct which would constitute an offence under any anti-bribery and anti-corruption laws, regulations and codes, including but not limited to the Bribery Act 2010.
- 18.2 Both parties shall have in place adequate procedures designed to prevent any person working for or engaged by them or any other third party in any way connected to this Agreement, from engaging in any activity, practice or conduct which would infringe any anti-bribery and anti-corruption laws, regulations or codes, including but not limited to the Bribery Act 2010.
- 18.3 Breach of this clause by the Customer shall entitle CSL to terminate this Agreement by written notice with immediate effect.

## 19 **MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY**

- 19.1 Neither party shall be liable for any breach of the Agreement or delays in performance directly or indirectly caused by circumstances beyond the reasonable control of that party including without limitation acts of God, acts of Government, or

other competent regulatory authority, telecommunications network operators, war or national emergency, riots, civil commotion, fire, explosion, flood, lightening, extremely severe weather, epidemic, lock-outs, strikes and other industrial disputes (in each case whether or not relating to that party's workforce) and which prevent that party from performing its obligations to the other, provided that a lack of funds shall not be regarded as a circumstance beyond that party's reasonable control ("**Force Majeure Event**").

19.2 If a Force Majeure Event continues for more than 3 months CSL may serve notice on the Customer terminating this Agreement.

## 20 **GENERAL**

20.1 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.

20.2 This Agreement and the documents referred to in it together represents the entire terms agreed between the parties in relation to its subject matter and supersedes and extinguishes all previous contracts, arrangements (including any usage or custom and any terms arising through any course of dealing), representations, warranties of any nature whether or not in writing between the parties relating to its subject matter. All other warranties, terms and conditions implied by law are hereby excluded. Each party acknowledges that it has not relied on, or been induced to enter into this Agreement by, a representation or warranty other than those expressly set out or referred to in this Agreement. To the extent permitted by law, a party is not liable to another party in contract or tort or in any other way for a representation or warranty that is not set out in this Agreement.

20.3 The parties do not intend any third party to have the right to enforce any provision of the Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

20.4 If any term of the Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, it will be severed and the remaining terms will continue in full force as if the Agreement had been made without the invalid, illegal or unenforceable terms.

20.5 The rights and remedies expressly conferred by the Agreement are cumulative and additional to any other rights or remedies a party may have.

20.6 If either party delays in acting upon a breach of this Agreement that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement that waiver is limited to that particular breach.

20.7 CSL may transfer or assign any of its rights and obligations under this Agreement at any time without the Customer's consent. Customer shall not, without the written consent of CSL assign, transfer, grant any security interest over or hold on trust any of its rights or obligations under the Agreement or any interest in them.

## 21 **NOTICES**

21.1 Notices given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by first class post to the following addresses:

21.1.1 to CSL at Salamander Quay West, Park Lane, Harefield, Middlesex, UB9 6NZ or any alternative address which CSL notifies to the Customer;

21.1.2 to the Customer at the address to which the Customer asks CSL to send invoices or, if the Customer is a limited company, its registered office.

21.2 A notice delivered by hand or courier is served when delivered, a notice sent by first class post is served 48 hours after posting (as evidence by a certificate of posting).

## 22 **LAW AND JURISDICTION**

The Agreement and any non-contractual obligations arising in connection with it are to be governed by and construed in accordance with English law and the English Courts have exclusive jurisdiction to determine any dispute arising in connection with the Agreement, including disputes relating to non-contractual obligations.