

## CONDITIONS FOR DUALCOM PRODUCTS AND SERVICES

### 1 INFORMATION ABOUT US

- 1.1 CSL (Dualcom) Limited ("**CSL**") is registered in England and Wales under company number 03155883 and our registered office is at Salamander Quay West Park Lane Harefield Middlesex UB9 6NZ. Our VAT number is 882351318.

### 2 INTERPRETATION

- 2.1 This document (the "**Conditions**") forms part of an agreement between CSL and the Customer. The Conditions together with the Order Form and Order Confirmation form the whole of the Agreement in accordance with which CSL agrees as applicable (i) to provide the Services (ii) to supply the Products and (iii) to permit the Customer to use the SIM Cards.
- 2.2 Capitalised terms in these Conditions shall mean:

*Agreement* means, in order of precedence, these Conditions, the Order Confirmation and the Order Form;

*Applicable Law(s)* means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time;

*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", 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;

*Customer* means the legal entity or person so named on the Order Form and anyone reasonably appearing to CSL to be acting with that entity's or person's authority or permission who buys or agrees to buy Services and/or Products;

*Description* a document forming part of the Agreement which describes a Product or Service that Customers may purchase from CSL;

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<i>Initial Term</i>	means the later of: <ul style="list-style-type: none"><li>(a) the period specified in the Order Confirmation; or</li><li>(b) 12 months from the date of the Order Confirmation; and</li><li>(c) if applicable, 12 months from the date of first use of the last SIM Card that the Customer has ordered from time to time;</li></ul>
<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>Order Confirmation</i>	means written acceptance by CSL of the Customer's order;
<i>Order Form</i>	means the document that sets out the Services and Products required by the Customer;
<i>Price</i>	means the total charges to be paid by the Customer for the Services and the Products;
<i>Products</i>	an individual good or item of equipment (including software) as may be described in any current document published by CSL physically and/or on its internet site, or in any Order Confirmation and which Customer buys or agrees to buy from CSL. The definition of 'Products' expressly includes SIM Cards;
<i>Services</i>	the service options offered by CSL as described in any current document published by CSL physically &/or on its internet site, or

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in any Order Confirmation and includes as applicable (i) the supply of SIM Cards (ii) the supply of mobile telecommunications services obtained from CSL's System Provider (iii) the supply of services as specified in the Order Confirmation and any other services including Third Party Services that may be provided by CSL under this Agreement, but excluding the services as detailed in the Service Descriptions forming part of the Conditions for Dualcom Services ;

### *SIM Card(s)*

means a Subscriber Identity Module containing data (including the Customer's identity) which has been supplied to the Customer by CSL;

### *System*

means any and all of the telecommunications systems whether fixed or wireless operated by the System 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 and as applicable for use in conjunction with Products;

### *System Provider*

means such telecommunications operators from time to time as may be the operator of the relevant System;

### *Third Party Product*

products not manufactured, assembled or authored by CSL that CSL sells;

### *Third Party Services*

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.

## 3 QUOTATIONS/ORDERS AND CHANGES

- 3.1 CSL quotations are valid only if in writing and for ten days after the quotation date, unless otherwise stated in the quotation.
- 3.2 All Order Forms shall be regarded as an offer by the Customer to whom the Services and Products shall be supplied by CSL under the terms of this Agreement.
- 3.3 CSL accepts the Customer's offer under this Agreement and makes a binding Agreement by issuing an Order Confirmation. CSL reserves the right to make changes to the specification of the Services or Products ordered but will identify any such changes in the Order Confirmation. CSL undertakes that any such changes will offer at least equivalent functionality and performance as the previous

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Services or Products. CSL will not make any significant variations to the Services or Products without Customer's prior agreement.

- 3.4 If there is any conflict between the terms of an Order Form or Order Confirmation and these Conditions, these Conditions shall prevail.
- 3.5 These Conditions shall apply to the exclusion of, and shall prevail over, any terms or conditions contained in or referred to in any other documentation submitted by the Customer, or in any correspondence or elsewhere, or implied by trade custom, practice or course of dealing, unless specifically excluded or varied in writing by a director or other authorised representative of CSL.

### 4 **TERM**

- 4.1 This Agreement commences on the date of the Order Confirmation and shall except as expressly provided otherwise in this Agreement continue for the Initial Term.
- 4.2 After the Initial Term, the Agreement shall (except as expressly provided otherwise in the Agreement) continue in force until the last remaining SIM Card is disconnected from CSL's System Provider's network or until terminated in accordance with paragraph 19.

### 5 **DELIVERY, PROPERTY AND RISK**

- 5.1 The place of delivery is as stated in the Order Confirmation.
- 5.2 The delivery date specified in the Order Confirmation is an estimate.
- 5.3 For practical reasons, Products may be delivered by installments, which shall be communicated to Customer.
- 5.4 Risk shall pass to the Customer on delivery of the Products to the Customer or to their representative. Risk means (i) a duty to take reasonable care of the Products received and (ii) responsibility for damage caused to or by use, handling or storage of the Products
- 5.5 Notwithstanding delivery and the passing of risk in any Products, unless otherwise agreed between the parties in writing, title in the Products shall not pass to the Customer until CSL has received in full (in cash or cleared funds) all sums due to it in respect of such Products.
- 5.6 Until title has passed to Customer, Customer shall:
- 5.6.1 hold the Products on a fiduciary basis as CSL's bailee;
  - 5.6.2 store the Products (at no cost to CSL) separately from all other products of the Customer or any third party in such a way that they remain readily identifiable as CSL's property;
  - 5.6.3 maintain the Products in satisfactory condition and keep them insured at the Customer's own expense for their full price against all risks to the reasonable satisfaction of CSL; and
  - 5.6.4 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products.

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- 5.7 CSL may recover payment for the Products notwithstanding that title in any of the Products has not passed from CSL.
- 5.8 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of CSL but if the Customer does so all monies owing by the Customer to CSL shall (without prejudice to any other right or remedy of CSL) immediately become due and payable.
- 5.9 CSL reserves the immediate right of repossession of any Products which have not been paid for to which CSL has retained title. Such right shall be exercisable at any time after delivery or collection of the Products. CSL may use or dispose of such Products as it wishes.
- 5.10 The Customer hereby grants, and shall procure that any third party which holds such Products shall grant, an irrevocable right and licence to CSL's employees, agents and contractors to enter all or any premises where Products are stored without prior notice to inspect the Products or to recover them.
- 5.11 Without prejudice to Clause 5.4:
- 5.11.1 If the Customer resells or uses the Products in which title remains with CSL in accordance with Clause 5.7, it shall be liable to account to CSL in respect of the proceeds of sale or otherwise of such Products, whether tangible or intangible, including insurance proceeds.
- 5.11.2 the Customer shall maintain records of the persons to whom it sells or disposes of such Products and of the payments made by such persons for such Products and shall allow CSL to inspect these records and the Products themselves on request.
- 5.11.3 CSL may trace the proceeds of sale or otherwise of such Products.
- 5.12 On termination or expiry of this Agreement, howsoever occurring, CSL 's (but not the Customer's) rights contained in Clause 5 (Delivery, Property and Risk) shall remain in effect.

## 6 ACCEPTANCE

- 6.1 The Customer should notify CSL promptly: following delivery of any missing, incorrectly delivered, incorrect specification (subject to paragraphs 3.3 and 3.4), or otherwise not as ordered Products, or Products which are either in damaged packaging or are visibly damaged.
- 6.2 Where Products can be returned to CSL by the Customer under the terms of this Agreement, it should be made available for collection at a time which is mutually convenient insofar as possible. Customers should act reasonably in complying with a request by CSL to collect Products at a particular time.
- 6.3 Notwithstanding anything herein to the contrary (including without limitation paragraphs 3.3 & 3.4), Customers may only reject Products for material non-conformity with the Product Description by providing written notice to CSL within seven days after delivery or otherwise the Customer shall be deemed to have accepted the Products.

## **CONDITIONS FOR DUALCOM PRODUCTS AND SERVICES**

### **7 PROVISION OF THE SERVICES**

- 7.1 CSL agrees to provide the Services to the Customer as stated in the Descriptions for the Services in question and 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.
- 7.2 CSL will provide the Services with the reasonable skill and care of a competent service provider.
- 7.3 If the Customer asks CSL to make any change to the Services CSL may ask the Customer to confirm the request in writing. If CSL agrees to a change, this Agreement will be amended from the date when CSL confirms the change in writing to the Customer
- 7.4 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.

### **8 SIM CARDS**

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

### **9 THIRD PARTY PRODUCTS AND SERVICES**

- 9.1 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.

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9.2 CSL does not warranty or guarantee any Third Party Products (including Software) but will pass to Customers, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of Third Party Products supplied by CSL under this Agreement.

### **10 CUSTOMER OBLIGATIONS**

10.1 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 System Provider or Third Party Service Provider incurs as a result of information that it receives from the Customer which is incomplete or inaccurate.

10.2 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 System 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.

### **11 USE OF THE SERVICES**

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

11.1.1 comply with all Applicable Laws (including the Data Protection Act 1998, the Communication Act 2003 and any similar replacement legislation);

11.1.2 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);

11.1.3 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 System Provider or Third Party Service Provider, not acting in a way that could adversely affect the provision of Services to CSL or CSL's System 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 System Provider or Third Party Service Provider);

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

11.1.5 comply with any instructions referred to in paragraph 12.1.4 or any instructions received from CSL's System Provider or Third Party Service Provider; and

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

11.2 CSL must pre-approve all equipment within which the SIM Cards are used. All Customer equipment must be compatible with the System the Services and the Products and not harm the System, or equipment belonging to another customer and be connected to the System in accordance with CSL's and its System Provider's or Third Party Service Provider's instructions

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11.3 CSL may at any time set a limit on the amount of service charges the Customer incurs on a particular SIM Card or in a particular billing period.

### 12 VARIATIONS TO SERVICES

12.1 CSL shall be entitled at any time:

12.1.1 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;

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

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

(a) for modification or maintenance work;

(b) if the System 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 System 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 CSL believes the Customer is conducting its business illegally or for an illegal purpose; or

(h) if CSL believes a SIM Card is being used fraudulently or illegally or if it has been lost or stolen,

12.1.4 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

12.1.5 to disconnect a SIM Card or another Product as applicable.

12.2 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.

12.3 Where the Services are suspended under this paragraph 12, the Customer must pay the Price for the Services and any reasonable costs incurred by CSL or its System Service Provider or Third Party Service Provider in the implementation of such suspension until this Agreement is terminated.

### 13 CHARGES

13.1 The Price that Customers have to pay for the Products and Services will be shown on CSL's Order Confirmation and invoices.



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- 13.2 The Price does not include value added tax which Customer shall pay, in addition to the Price, at the rate prevailing on the date that the relevant Services were supplied, and in the manner prescribed by Applicable Law.
- 13.3 For Orders to be delivered in instalments over a period of time, CSL may adjust prices due to changes to exchange rates, duties, insurance, freight, handling & purchase costs.
- 13.4 CSL reserves the right, to increase the Price on giving 30 days' prior written notice to the Customer.
- 13.5 All invoices shall be paid by the Customer by direct debit unless otherwise agreed in writing by CSL or as stated in the Order Confirmation. In cases where CSL agree that invoices do not need to be paid by direct debit or where CSL is unable to recover such amounts from the Customer's nominated account under the direct debit arrangement, the Customer shall ensure that invoices shall be paid 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).

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 17.

## 14 **EXCLUSION OF WARRANTIES**

- 14.1 Customers must satisfy themselves as to the suitability of Products 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.
- 14.2 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 Products or Services or failure to remedy defects except as expressly provided under this Agreement.
- 14.3 Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of the Products and Services is given or assumed by CSL and all such warranties are hereby excluded.

## 15 **INDEMNITIES**

- 15.1 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 Products or Services or SIM Cards in breach of this Agreement.

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- 15.2 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.
- 15.3 Subject to paragraph 16 and to Customer's normal use or possession of the Products 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 Products, 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.
- 15.4 The indemnity in paragraph 15.3 does not apply to infringements caused by the Customer's own breach of the terms of the Agreement, the use of the Services or Products in conjunction with other equipment, software or services not supplied 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 15.1 against all claims, proceedings and expenses arising from such infringements.

### **16 LIMITATION OF LIABILITY**

- 16.1 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 16.2 and 16.3 do not apply to such liability.
- 16.2 CSL is not liable to the Customer in contract, tort (including negligence) or otherwise for any (i) indirect or consequential loss (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.
- 16.3 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 under this Agreement in the 12 months preceding the date of the relevant claim. Where the claim arises during the first year of this Agreement CSL's aggregate liability shall be calculated by reference to, the total price paid up to the date in which the Customer's right to take action in respect of the claim arose.
- 16.4 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.

### **17 ESCALATION AND DISPUTE RESOLUTION**

- 17.1 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:
- 17.1.1 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

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party; and

17.1.2 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.

17.2 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.

17.3 The parties shall not refer any dispute to the courts unless and until the dispute resolution procedures of paragraph 17 (*Escalation and Dispute Resolution*) have been followed.

### 18 **CONFIDENTIALITY**

18.1 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.

18.2 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.

18.3 Each party shall tell the other immediately if it discovers that this paragraph 18 (*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.

### 19 **TERMINATION**

19.1 CSL may terminate the Agreement and/or the Services in whole or in part at any time on 30 days' written notice to the Customer.

19.2 The Customer may terminate the Agreement and/or the Services in whole or in part, on 30 days' written notice to CSL such notice to expire any time on or after the Initial Term.

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

19.3.1 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;

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

19.4 The Customer may terminate this Agreement and/or the Services immediately on notice, if:

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- 19.4.1 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.
- 19.5 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 19.5 occurs in relation to such other party under the laws of any jurisdiction.
- 19.6 CSL may terminate the Agreement in accordance with the provisions of paragraph 23 (*Matters beyond the Reasonable Control of either Party*).
- 19.7 CSL may terminate the Agreement in accordance with the provisions of paragraph 22 (*Anti-bribery and Corruption*).
- 19.8 If any of the events detailed in paragraph 19.3 to paragraph 19.5 occur because of the Customer, CSL may suspend the Services or supply of Products without prejudice to its right to terminate this Agreement. Where the Services or supply of Products are suspended under this paragraph, the Customer must pay the Price for the Services until this Agreement is terminated or for Products delivered up to the date of suspension.
- 19.9 For the purposes of the paragraph 19 (*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).
- 19.10 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.
- 19.11 On termination or expiry of this Agreement the Customers SIM Cards will be disconnected.

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- 19.12 On termination or expiry of this Agreement the Customer shall pay any sums properly due (including the balance of any sums owed on any of the Customer's SIM Cards up until the end of the Initial Term) within 14 days of termination, shall cease using the Services and return the SIM Cards and any property belonging to CSL.

### 20 INTELLECTUAL PROPERTY RIGHTS

- 20.1 Subject to Clause 20.2, all Intellectual Property Rights in or relating to the System, or the Services, or Products or software licenced (including the right to promote the Services under the System 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 System 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.

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

20.2.1 CSL's Intellectual Property Rights in or relating to the System; and

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

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

### 21 DATA PROTECTION

- 21.1 CSL shall comply fully with CSL's Privacy Policy and all Applicable Laws relating to data protection with regard to the collection, processing and use of any personal information about the Customer its customers, clients, staff and personnel which CSL may obtain during the provision of the Services or otherwise by reason of the Agreement, including putting in place and maintaining throughout the term of the Agreement appropriate technical and organisational measures against the accidental, unauthorised or unlawful processing, destruction, loss, damage or disclosure of personal data and adequate security programmes and procedures to ensure that unauthorised persons do not have access to any equipment used to process personal data.

- 21.2 CSL may share such personal data with its System Providers, Third Party Service Providers and other CSL entities, agents, or subcontractors performing services or supplying products for or to CSL. CSL and its System Providers and Third Party Service Providers may use such personal data when required by law, or where permitted under the terms of the Data Protection Act 1998, or where the Customer gives its permission to such use. CSL may also transfer personal data to affiliated companies or agents or subcontractors which may be outside the European Economic Area (EEA), in which case CSL will ensure adequate protection to safeguard personal data. For a copy of CSL's Privacy Policy, please visit CSL's website.

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21.3 The Customer agrees that its details may be used and disclosed by CSL and its System Provider and Third Party Service Providers for the purposes of this Agreement and for marketing purposes, which may include informing the Customer from time to time about any other services or associated technologies.

### 22 ANTI-BRIBERY AND CORRUPTION

22.1 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.

22.2 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.

22.3 Breach of this clause by the Customer shall entitle CSL to terminate this Agreement by written notice with immediate effect.

### 23 MATTERS BEYOND THE REASONABLE CONTROL OF EITHER PARTY

23.1 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**").

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

### 24 GENERAL

24.1 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.

24.2 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.

## CONDITIONS FOR DUALCOM PRODUCTS AND SERVICES

- 24.3 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.
- 24.4 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.
- 24.5 The rights and remedies expressly conferred by the Agreement are cumulative and additional to any other rights or remedies a party may have.
- 24.6 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.
- 24.7 CSL have the right to revise and amend these Conditions from time to time to reflect changes in market conditions affecting CSL's business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements, changes in CSL's business strategy and operations and changes to the System's capabilities or Third Party Services.
- 24.8 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.

## 25 NOTICES

- 25.1 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:
- 25.1.1 to CSL at Salamander Quay West, Park Lane, Harefield, Middlesex, UB9 6NZ or any alternative address which CSL notifies to the Customer;
- 25.1.2 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.
- 25.2 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).

## 26 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.