

Mobile Service Guide

Product Annex v202210D

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1.0 Introduction

Thank you for your recent Order with FluidOne and we look forward to providing this service to you and delivering an excellent customer experience. We are committed to continually improving our Services and look forward to receiving any feedback on the performance or quality of your interaction with FluidOne.

This document outlines key details about your service including product detail, installation details through to support and service credits. This document is updated regularly so please ensure you log into the FluidOne Dash portal for the latest version.

This document will form part of your Contract with FluidOne (following acceptance of your Order by FluidOne) for the provision of the FluidOne Service, as further detailed in the Master Services Agreement. This document uses a number of words and expressions whose meaning are defined Section 11 of this document. Further definitions used in this document are found in the Clause 19 of the Master Services Agreement.

2.0 General Details

This Service Guide covers Mobile voice and data Services.

3.0 Product Description

3.1 Mobile

Delivery of SIM only Services for Voice and Data applications to be used within mobile handsets, tablets and routers depending on the application. Voice is available on a per minute basis although most contracts have high levels of bundled minutes minimising cost overrun. Service is delivered through EE, Vodafone, O2 and Three networks in the UK with roaming available as an additional cost option for the rest of the world (not available on Mobile Connect).

Although FluidOne will use its reasonable endeavours to provide the Customer with Mobile Services at all times, it is unable to guarantee a continuous fault free service and the provision, quality and availability of Mobile Services is subject to:

- the geographical extent of the base stations that make up the Network coverage (and FluidOne will have no obligation to provide any Mobile Services outside the range of the Network);
- local geography and topography;
- weather and/or atmospheric conditions;
- degradation, congestion or maintenance requirements of the Network, including but not limited to re-positioning and/or decommissioning of the base stations;
- other physical or electromagnetic obstructions or interference;
- faults in other telecommunication networks to which the Network is connected;
- the compatibility of the Hardware used by the Customer; and
- the number of users trying to access the Mobile Services.

- The Mobile Services may, from time to time and without notice be suspended or limited because of maintenance, emergency or upon instruction by any government or appropriate authority.

The Customer acknowledges that, as Network design is an on-going process, the range of base stations making up the Network may change from time to time at the Network Operator's discretion and that at any time the Network may comprise of different technologies. The Mobile Services are made available provided the Customer is in the range of the base stations forming part of the Network. Any coverage maps provided to the Customer are the Network Operator's estimate of outdoor coverage and do not guarantee coverage which may vary depending on location.

FluidOne will aim to enable the Customer to access the networks of other operator's in different countries ("Roaming") however Roaming will depend upon the arrangements between the foreign operators and the Network. The availability, quality and coverage when Roaming cannot be guaranteed by FluidOne. Roaming is not supported on our Mobile Connect solution.

Use of the Mobile Services or any content accessed through it in a country other than the UK may be subject to different laws and regulations. The Customer is responsible for ensuring compliance with such laws or regulations and FluidOne is not liable for any failure of the Customer to do so.

The Customer shall be responsible for implementing its own data archiving and data backup process. The Customer acknowledges that it may be required to restore data from its back up to relevant systems to enable the Mobile Service to continue to be provided.

Unless otherwise agreed in writing, title and property in any SIM shall remain vested in FluidOne and the Customer is hereby granted a licence to use any SIM only for accessing the Mobile Services during the term of this Agreement. In the case of the Customer reselling to an End User the licence will be held by the Customer.

The SIMs may be subject to additional terms (such as user manuals and in box documentation) which the Customer accepts by retaining and using such SIM. If the Customer does not consent to such additional terms it must return the SIMs (at its cost) within 7 days of delivery.

3.2 Mobile Managed Services

The terms set out shall apply to any Managed Services, such as Vodafone Professional Services (VPS), provided by FluidOne to the Customer. The Customer shall enter into a separate Airtime contract with the Network Operator of its choice ('Network Operator Contract') for the same duration as this Agreement and the Customer warrants that it shall comply with the terms of the Network Operator Contract.

The charges payable under the Network Operator Contract shall be invoiced direct to the Customer by the Network Operator and the Customer shall pay such charges direct to Network Operator in accordance with the Network Operator Contract.

3.3 Repair Services

FluidOne offer a repair service for handsets. Before the device is repaired there will be an inspection by the engineer and if any additional faults are found in addition to the initial inspections quotation an additional quote will be provided prior to the repair being carried out. All repairs carry a 30-day warranty on the original fault providing there is no further damage. Battery replacements come with a 6-month warranty. For Mobile Connect services we will use reasonable endeavours to replace the router the next business day where the hardware is confirmed faulty 2pm.

FluidOne cannot be held responsible for any other fault that occurs when a unit has been sent in for repair or if the equipment failure is due to software or other tampering or contamination by a foreign matter. The Customer is responsible for the phone or device until it is received by FluidOne. FluidOne will not be responsible for any loss of income or inconvenience resulting in the loss of use of equipment.

3.4 4G Mobile Connect

Mobile Connect is provided on a shared data basis. Customers may change their data allowance based on data increments set out on the Customer order form and subject to minimum contract term. Hardware is delivered to customer site pre-configured with pre-installed SIM's and is 'Out of the Box' ready for service. Mobile Connect offers an onsite engineer install upgrade option, where an engineer will attend site and install the service ready for user acceptance testing.

3.5 IOT SIM Cards and IOT Services

Acceptance of any IOT order is subject to availability. SIM cards are delivered to the address specified on the completed order form. The Customer will be deemed to have accepted the IOT SIM Cards when the IOT SIM Cards have been provisioned on the IOT Platform and are available to the Customer.

Risk in the IOT SIM Cards provided to the Customer in connection with this Agreement will pass to the Customer on delivery of the IOT SIM Cards and title in the IOT SIM Cards will pass to the Customer upon payment of all Charges due in connection with the IOT SIM Cards. If no Charges are specifically payable for the IOT SIM Cards provided to the Customer in connection with this Agreement then title in the IOT SIM Cards will pass on delivery.

Any specific number range associated with an IOT SIM Card is and remains FluidOne's property and FluidOne reserves the right to issue written instructions to the Customer in connection with the Customer's use of any such proprietary number range (including issuing instructions directing the Customer to stop using certain numbers) and the Customer agrees to comply with such instructions.

FluidOne confirms that each IOT SIM Card will conform in all material respects to the manufacturer's specification for a period of 12 months from the date of delivery (the "Warranty Period") unless special conditions associated with certain IOT SIM Cards apply. If, within the Warranty Period, the Customer notifies FluidOne of any defect or fault in an IOT SIM Card arising under normal use in consequence of which the IOT SIM Card fails to

conform in any material respect with the manufacturer's specification, FluidOne shall, at FluidOne's exclusive option, either (1) procure the repair of the faulty IOT SIM Card or (2) replace the faulty IOT SIM Card with a similar or equivalent SIM card.

These warranty obligations shall not apply in the event that an IOT SIM Card has been amended or damaged or has been used for purposes which conflict with the instructions or advice of FluidOne or the IOT SIM Card manufacturer.

The Customer acknowledges and agrees that FluidOne is acting as a telecommunications and internet service provider and, accordingly, that FluidOne has no knowledge of or liability in connection with the content of any communications sent to or from the Customer's IOT SIM Cards.

As soon as is reasonably practicable following completion of the Customer's services application, FluidOne will connect the IOT SIM Cards to the IOT Platform and will make the IOT Platform Services available to the Customer for use pursuant to the terms and conditions of the Agreement.

The IOT Platform Services will be made available to the Customer via the Customer Portal in accordance with the standard documentation and user guides published and made available on the IOT Platform by Cisco Jasper (as amended and updated from time to time).

FluidOne makes no additional guarantees or warranties whatsoever in relation to the IOT SIM Cards or the IOT Services and their operation or use. Any conditions or warranties (whether express or implied by statute, common law or arising from a course of conduct or a previous course of dealing or trade custom or usage) as to merchantability, quality or fitness for a particular purpose (even if that purpose is made known expressly or by implication to FluidOne) are, to the fullest extent permitted by any applicable law, excluded in full.

The Customer agrees, in respect of its use of the IOT SIM Cards and IOT Services, to be responsible for and to comply with any applicable export or re-export laws, regulations, prohibitions or embargoes of any country, including obtaining written authority from any relevant licensing authority where necessary.

4.0 Orders

FluidOne may accept each Order in its discretion and may require Customer to provide satisfactory financial and credit information before acceptance. An Order is treated (by this Agreement) as accepted by FluidOne when FluidOne notifies the Customer in writing (including by email) that:

- (a) a date has been set for Activation of the Service; or
- (b) a date for the delivery of the SIM cards has been set; or
- (c) a date for the delivery of hardware has been set.

FluidOne will issue such notification by email to the Customer's Authorised Personnel as stated on the Order Form and the date of such notification shall be deemed to be the **"Order Committed Date"**.

The Customer or in the case of a customer reselling the service shall ensure the End User of the service shall not use the Voice Service to:

- Make nuisance calls; to send, or knowingly receive material that is offensive, indecent obscene or otherwise unlawful, fraudulent, bad faith or in a way that does not comply with legislation.
- The Customer must also not perform any activities in a manner that adversely affects other users.
- The Customer must take all reasonable steps to monitor the profile of calls made and received using the Voice Services for potential fraudulent or bad faith use and take action to prevent such use

To accommodate the Customer's in-life organic growth requirements we will accept requests for new mobile tariff connections and mobile hardware ("**Organic Growth Services**") by email from contacts of the Customer authorised to place orders. For the purposes of the FluidOne MSA the email shall constitute an Order Form and FluidOne's email acknowledgement shall constitute acceptance of the Order. The Organic Growth Services shall be provided on the same commercial terms as the related original order and on a co-term basis to the original Order, unless stated otherwise in the email correspondence between FluidOne and the Customer.

Any Contract including the provision of any handset or mobile device is, until the delivery of the applicable handset or device, conditional upon the availability of the relevant handset or device.

4.1 Charges

The Charges provided by FluidOne to the Customer are confidential and shall not be disclosed to any third party without FluidOne's written consent. Notwithstanding the foregoing, the Customer may disclose the Charges to its affiliates and contractors and as may be required by law or regulation. Charges disclosed to such third parties will include Customer costs and margin. All Charges and any other sums due under this Agreement are exclusive of value added, sales and similar taxes of any kind, for which the Customer shall be additionally liable.

The Mobile Charges shall be invoiced:

- in advance for subscription, line rental and other recurring charges (inclusive of any inclusive usage charges); and
- in arrears for usage (excluding inclusive usage charges), connection and other non-recurring charges.

Hardware Charges shall be invoiced when supplied hardware is Ordered by the Customer from FluidOne. Repair Charges shall be invoiced when the work has been undertaken.

RPI Charges

FluidOne reserves the right to modify the Charges in response to a change of Applicable Laws that materially affects the terms of or any increase in the cost of delivery of the Services, FluidOne will provide notice of the change and/or any consequent increase in the Charges along with a written explanation and the Charges will be amended from the date of such notice.

In addition to the rights set out in the paragraph above, FluidOne shall be entitled to increase the Charges for any Service once in any Year by serving not less than thirty (30) days' written notice on the Customer, provided that the percentage increase in the relevant Charge is no greater than the percentage increase in the CPI between (a) the later of the Commencement Date and the date of any previous increase and (b) the date of the relevant increase.

Out of Bundle Call Charges

Out of Bundle Call Charges are available at: <https://www.fluidone.com/OOB-CallCharges>

Mobile Connect – Overage Rates

Overage rates are £7 per GB. Overage is rounded up to the nearest GB in excess of allocated shared network data.

4.2 Fraud

FluidOne and/or the Network Operator may reserve the right to monitor the Customer's or End Users usage of the Mobile Services for the purpose of controlling FluidOne's credit risk and the Customer's exposure to fraudulent usage and reserve the right to withhold Services if they suspect fraud.

If the fraud has arisen due to activities on customer Premise Equipment or Handset where FluidOne has no operational responsibility, then it is FluidOne's policy to invoice the Customer for that traffic. FluidOne has complied with its contractual responsibility of delivering calls sent to its network by the Customer Equipment, and incurred cost for that delivery. Therefore it is the Customer's responsibility to pay FluidOne for the services used.

4.3 Bill Capping (not applicable for Mobile Connect services)

The Customer may request Bill Capping to be applied by FluidOne at any time, to take effect 1 working day following acknowledgement of the request. The following terms shall apply

4.3.1 Mobile Bill Capping is a bar enforced at a per invoice level at an agreed value specified by the Customer. This is NOT a per mobile capping service and FluidOne does not offer this.

4.3.2 Mobile bill Capping is only offered on usage charges for mobile services. Caps do not apply to recurring charges or to charges that are not related to the use of a mobile service.

4.3.4 FluidOne offer the capping service on working days only. For the avoidance of doubt this does not include weekends or UK Bank Holidays.

4.3.5 The mobile bill capping service is based on queries against our billing database, which receives call data information from our suppliers daily in arrears. Whilst practical efforts will be made to ensure the information is up to date there will be delays in enforcing caps according to delays in receiving data from our suppliers.

4.3.6 Roaming usage charges from our suppliers will be subject to further delay owing to international carriers delivering usage charges later than 24 hours' in arrears.

4.3.7 Customers opting in to our service must agree that they will be liable for charges where our supply of usage data is delayed either through late supply from our carriers or if the additional usage occurs on a non-working day.

4.3.8 A alert threshold will be at 75% of the total bill cap and the cap will be enforced at 95% along with an additional notification at the point of barring. We will alert the main contact on the account of any potential bar.

4.3.9 The process of barring is that if an invoice account has reached the cap we will implement a bar immediately to all mobile services on that account and require written confirmation from the Customer's authorised contact to remove the bar from the services.

5.0 Activating the Service

The SIM will be activated on an agreed date. Porting of numbers from one SIM to another might not happen on the same date. If this is the case the Customer will be provided with a temporary CTN.

Where a customer is reselling, SIMs may be purchased in bulk and activated using the FluidOne portal tools.

6.0 Provision of the Service

These Services are remotely activated meaning a customer engineer is not required at site.

6.1 How FluidOne will communicate to you

FluidOne will notify once the Order is placed and once we have the Activation or installation date. FluidOne will again contact you the day prior to the installation, to remind you of the installation and to ensure everything is in Order. Finally, FluidOne will notify you once the service is active, typically the day after the installation date. For Customers reselling services notifications will be added to the FluidOne portal.

6.2 Service Technology

FluidOne may at any time vary or alter the equipment or other technology used in the delivery of the Services provided that such variations or alterations shall not be materially detrimental or disruptive to the performance capability of the Services.

6.3 Installation of Service

Unless an engineer installation is selected as part of the order, all installations are remote and any SIMs or hardware required for the service to operate will be shipped to site ready to use ahead of the Activation date.

6.4 Activation Lead-Time

FluidOne shall use its reasonable endeavours to provide the Service within the following lead times. Lead-times run from the Order Committed Date.

SIM – 48 hours

Hardware – 48 hours depending on stock

Mobile Connect – 5 working days

Where a customer is reselling, Bulk SIM activated on FluidOne Portal tools– 48 Hours

The lead times are target lead time and FluidOne shall not guarantee they will be achieved. Further, FluidOne reserves the right to change these lead times if new work and/or third party consents are required. FluidOne shall not be liable in contract, tort (including negligence) or otherwise for a failure to meet such timeframes, provided that FluidOne has discharged its obligation to use reasonable endeavours to achieve lead times.

6.5 Customer obligations

The Customer shall directly or indirectly ensure the following terms are adhered to by the End User

- not use the Mobile Services, the SIM or any CTN supplied by FluidOne in connection with the Mobile Services for any illegal, immoral or improper uses or in a way that contravenes any law, licence, code of practice, regulations, instructions or guidelines issued by a relevant regulatory or other competent authority;
- not use the Mobile Services to make nuisance calls or to send, knowingly receive, store or communicate any material which is unlawful, offensive, abusive, indecent, defamatory, obscene, menacing or a nuisance;
- not use the Mobile Services to spam or to send unsolicited advertising, marketing or promotional material;
- not use the Mobile Services in any way which causes annoyance, inconvenience or needless anxiety as set out in the Communications Act 2003;
- not use the Mobile Services in a manner which may damage the reputation of FluidOne or the Network Operator;
- not use the Mobile Services in a manner which, in FluidOne's opinion, will (or is likely) to adversely affect the provision of the Services to customers and users of FluidOne and/or the Network;
- not to use the Mobile Services in a manner which is inconsistent with a reasonable customer's good faith use of the Mobile Services and/or the Network;

- not to use the Mobile Services in a way that is in contravention of FluidOne's, Network Operator's or any other third party's right's (including but not limited to rights in Intellectual Property);
- not to establish, operate install or use (whether directly or through a third party) any device to route or re-route voice, data or other Services on or from the Network including without limitation:
 - a GSM Gateway; or
 - any device used to forward or divert calls with the intention of reducing the charges for that call except where that device is provided by FluidOne and used in accordance with any applicable service terms; or
- participate in any activities or conduct which may result in Artificially Inflated Traffic;
- not to knowingly distribute malicious software or permit the hacking or unauthorised modification of any Hardware or the Network;
- keep confidential and not disclose to any third party any account password, personal identification code, number or name issued by FluidOne or Network Operator permitting access to the Mobile Services;
- provide in a timely manner any information and/or assistance FluidOne or Network Operator requires in Order to supply the Mobile Services ensuring the continuing accuracy and completeness of such information;
- comply with any applicable manuals, guidance and any instructions, codes of practice or procedures issued by FluidOne or the Network Operator relating to or concerning the use of the Mobile Services and the use of the Network and co-operate with FluidOne's reasonable security and other checks (which may include the Network Operator making calls or sending communications to the Customer);
- notify FluidOne of any circumstances which may affect the Customer's ability to comply with the terms of this Agreement and/or on becoming aware of or suspect any improper or illegal use of the Mobile Services;
- comply with any applicable fair use policy that FluidOne or Network Operator may issue from time to time, any such policy will be made available on FluidOne's or Network Operator's Website;
- hold and continue to hold any licences, consents and/or notifications required under any applicable legislation, regulation and/or administrative Order to receive and use the Mobile Services and/or to connect to the Network;
- only use the Mobile Services for its own use and shall not resell, resupply, distribute or otherwise commercially exploit any of the Mobile Services and shall not permit any other party to do so without entering into a reseller agreement with FluidOne;
- only use the SIMs provided to the Customer by FluidOne pursuant to this Agreement to access the Mobile Services and not for any other purposes;
- only use the SIMs provided to the Customer by FluidOne pursuant to this Agreement in Hardware which is enabled for Mobile Services, compatible with the Network and authorised by FluidOne (not unreasonably to be withheld);
- ensure that any Users comply with the terms of this Agreement; and
- not permit Supplied Hardware to be unlocked via any unauthorised manner (i.e. by anyone other than FluidOne or the manufacturer of the Supplied Hardware); the Customer must contact FluidOne if the Customer wants a Supplied Hardware item to be unlocked from the Network.

The Mobile Services may be used by the Customer or End User to view websites worldwide and FluidOne accepts no liability for the content, Services or otherwise in respect of any

website and the Customer agrees to confirm to the acceptable use policies of such websites.

The Mobile Services may enable access to the internet, use of which is solely at the Customer's or End Users risk and subject to all applicable laws. FluidOne has no control over and is not responsible or liable in any way for any content offered by third parties on or through the Mobile Services. The Customer agrees that it retains responsibility for, and control of content which it sends or passes over the Network.

The Customer agrees that FluidOne and/or the Network Operator (and/or a supplier of the Network Operator may monitor and record calls to "999" and "112" Services and calls or other communications relating to FluidOne (or the Network Operator's) customer Services and telemarketing.

The Customer agrees that in respect of Messaging Services, neither FluidOne nor the Network Operator have any knowledge of, involvement with, or liability for the specific content of any text messages sent to the SIM which do not originate from either FluidOne or the Network Operator.

The Customer shall not be permitted to transfer the SIM or the CTN from the tariff which that SIM or CTN was originally connected to under this Agreement to another tariff except where FluidOne at its absolute discretion agrees to do so and FluidOne confirms such a change in writing to the Customer.

The SIMs and/or Supplier Software may be subject to export control laws and regulations. The Customer agrees to comply with any applicable export laws, regulations, prohibitions or embargoes of any country and agrees to obtain written authority from the relevant licensing authority where necessary.

FluidOne does not represent that any necessary export approvals and/or licences have been obtained or will be granted in respect of the SIMs or FluidOne Software.

6.6 Security

The Customer shall take all reasonable steps (including testing with the latest commercially available virus detection software) to ensure that any software used with or in connection with the Mobile Services under this Agreement is not infected by viruses and/or logic bombs, worms, trojan horses and any other types of disruptive, destructive or nuisance programmes.

The Customer must inform FluidOne as soon as practical after it becomes aware of the loss, theft, damage of any SIM/CTN and shall remain liable for all charges incurred by the use or any lost or stolen equipment until reported to the Network Operator by FluidOne. Data on any lost or stolen SIM is at the Customer's risk and the sending of any command for remote wiping of data is the responsibility of the Customer. The Customer must send any remote wipe command prior to reporting the device stolen and FluidOne will use reasonable endeavours to instruct the Network Operator to carry out such a command across the Network. The Customer acknowledges that once the loss or theft of the SIM is notified to FluidOne, FluidOne will instruct the Network Operator to terminate the ability of the SIM to communicate with the Network.

FluidOne may recall, update or have access to the SIMs as reasonably required to enhance or maintain the quality of the Mobile Services, but will endeavour to minimise any disruption caused to the Customer or End User.

The Customer shall notify FluidOne as soon as practical after becoming aware that any person is making unauthorised, improper or illegal use of a SIM and/or CTN and shall take all such steps necessary (including such steps requested by FluidOne) to prevent such use.

6.7 Numbers

FluidOne may allocate to the Customer telephone numbers in connection with the Mobile Services and ownership of any such telephone numbers shall remain with the End User of this contract.

6.8 Customer Responsibilities and Service Limitations (IOT only)

The Customer will:

- (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the IOT SIM Cards and IOT Services, and will notify FluidOne promptly of any such unauthorized use of which the Customer becomes aware;
- (ii) comply with the standard documentation and user guides published and made available on the IOT Platform by Cisco Jasper (as amended and updated from time to time); and
- (iii) comply with all Laws in using the IOT SIM Cards and IOT Services, including securing regulatory approval of the Devices/application for use in its intended geography of operation and being compliant with all relevant standards.

FluidOne shall have no liability for the Customer's inability to make use of the IOT SIM Cards or the IOT Services caused by the Customer's failure to comply with Clause 6.8.

The Customer acknowledges and agrees that provision of the IOT Services may be suspended or disrupted:

- (i) where there is a general Network failure;
- (ii) to allow Cisco Jasper to carry out routine or emergency maintenance or repair works or upgrade work on the IOT Platform;
- (iii) to allow FluidOne or the network carrier to carry out routine or emergency maintenance or repair works or upgrade work on the network;
- (iv) for other operational reasons or emergencies or for reasons of security;
- (v) where devices are outside network coverage or have been damaged or tampered with;
- (vi) where FluidOne or the network carrier are asked to do so by a government or regulatory body; or
- (vii) where FluidOne or the network carrier are entitled to suspend the IOT Services in the ways allowed by this Agreement.

The Customer acknowledges and agrees that FluidOne may modify or release (or may permit Cisco Jasper modify or release) a new version of elements of the IOT Services at

any time and for any reason including, but not limited to, to address general customer needs or otherwise address competitive demands, to respond to a government regulation, order or Law or to advance innovation in the performance of the IOT Services.

Where an IOT SIM Card is deactivated from the IOT Services for any reason, the mobile phone number which FluidOne provided in connection with the IOT SIM Card which is the subject of any deactivation will only be available for a further period of 13 months from the date of deactivation. Following the end of this 13 month period the mobile phone number will no longer be available and will be recycled by FluidOne.

The Customer will be responsible for the acts and omissions of Customer Users in their use of the IOT Services and IOT SIM Card as if they were the acts and omissions of the Customer itself.

6.9 Software

Where FluidOne provides Software to the Customer, FluidOne will grant the Customer a non-exclusive, non-transferable licence to use the Software solely for the term and purposes of the Contract (and to extent necessary to use the relevant Mobile Network Services). If required by FluidOne, the Customer shall sign such end user licence agreement as may be reasonably required by the owner of the copyright in the Software to protect the owner's interest in that Software and for the Customer to be able to use the Software.

Except as permitted by applicable law or as expressly permitted under the Contract the Customer shall not de-compile reverse-engineer or modify the Software, or copy the relevant manuals or documentation.

6.10 Hardware Fund

FluidOne grants the Hardware Fund to the Customer subject to and on the terms of this Clause 6.10.

The Hardware Monetary Value of the Hardware Fund shall be such amount as agreed in writing between FluidOne and the Customer. The Monthly Allowance shall be an amount equal to the Hardware Monetary Value divided by the number of months in the Initial Term. For example, if the Initial Term is 2 years, the Monthly Allowance will be 1/24th of the Hardware Monetary Value.

Any Hardware Fund made available to the Customer shall be available for the Initial Term only and shall not be available for any Rolling Term. Each calendar month, the Customer shall be entitled to set off the cost of replacing Equipment or making Upgrades up to a value equal to the Monthly Allowance, at no additional cost.

Any costs incurred over and above the Monthly Allowance shall be charged at FluidOne's standard rates (from time to time). FluidOne shall also be entitled to charge reasonable administration fees in relation to any replacement of Equipment or Upgrades.

If the Monthly Allowance is not utilised in full during the calendar month to which it relates, any remaining amounts in respect of that Monthly Allowance will lapse. For the avoidance

of doubt, any monetary amount remaining in respect of a Monthly Allowance shall not roll over to the next (or any other) calendar month.

The Hardware Fund may only be used in respect of replacing Equipment or making Upgrades. It may not be used in respect of any changes in Tariffs, Systems, Communications, Mobile Network Services or any other costs payable by the Customer to FluidOne under the terms of this agreement.

FluidOne reserves the right to reduce the Hardware Monetary Value and the Monthly Allowance in the event that the Customer's actual usage and / or spend falls below the anticipated usage and / or spend.

In the event of any breach by the Customer of this agreement (whether capable of remedy or not), FluidOne may, in its absolute discretion, reduce or cancel any Hardware Fund made available to the Customer.

7.0 Service Equipment and Remote Management

The Customer shall ensure that all Service Equipment is connected to the Network and used in accordance with any relevant standards and, in addition, the following standards in the Order of precedence below:

- any legal requirements imposed on the parties including those arising from General Condition 2 set out under section 45 of the Communications Act 2003;
- any relevant specification notified by Ofcom in implementation of the recommendations of the Network Interoperability Consultative Committee;
- any relevant recommendations by the European Telecommunications Standards Institute; and
- any relevant recommendations by the Telecommunications Standards Bureau of the International Telecommunications Union.

Where remote management of the CPE (Client Premise Equipment) transfers to Customer on cessation of the Service, FluidOne will, at Customer's request (sent to support@FluidOne.com prior to the termination date), reset the CPE to factory default settings so as to provide Customer with management access to the device. A request to reset the CPE after this date will require the return of the CPE to FluidOne and collection, each at Customer's expense.

Remote Management (where specified in the Order Form) is provided as standard with Cisco, Juniper and Meraki hardware, to support configuration changes. FluidOne will endeavour to make changes within 4 Working Hours of notice.

These include, but are not limited to the following change requests:

- Basic Configuration requests;
- Change requests for access lists and NAT rules;
- Requests for setting up 1st dial-in VPN;
- Requests to add or remove VPN users or changing security settings.

Basic Configuration requests are requests that can be completed within 1 hour. For the avoidance of doubt, change requests and FluidOne's obligations in relation to such change

requests are subject to and conditional on Customer's compliance with the Acceptable Usage Policy.

Advance Configuration (which shall mean more than 1-hour configuration), advance routing and additional site-to-site VPNs will be subject to consultation with an engineer and checked by a supervisor. FluidOne will aim to complete this within 10 Working Hours. Out of hour Configuration can be arranged at an additional cost.

All Customer requests for changes to hardware configuration must be made via email even if a support ticket is also raised by the phone system. Should the Customer not provide all the necessary information required to carry out a change then a request for further details will be provided within the stated 10 Working Hour time period. The clock will restart when all required information has been provided. FluidOne may refuse such request in the event that it reasonably believes that such request may result in loss of or disruption to the Service or Network.

4 Hour Hardware Replacement warranty is available as an option for Mobile Connect Service Equipment. This warranty provides onsite replacement of the hardware with a like for like replacement within 4 hours (the 4-hour period being the period up to delivery of the hardware at Customer's premises) of it being diagnosed as faulty. The Customer acknowledges that this time period does not take into account or include the diagnostic period necessary to determine whether the hardware is faulty following the raising of a support ticket and excludes any time taken to install and commission the hardware. Where this option has been taken by the Customer, FluidOne shall use its commercial endeavours to meet the 4-hour response target and the service credits specified in Schedule 3 shall apply in the event of FluidOne's failure to meet this response target. Where this option has not been taken by the Customer, FluidOne shall use reasonable endeavours to repair or replace with a like for like replacement within the next Working Day of it being diagnosed.

FluidOne will have no liability to the Customer relating to the provision or performance of any Services affected by the any failure by Customer to comply with any obligations outlined in this Product Annex.

8.0 Termination and Suspension

8.1 Termination

Where the Agreement or the provision of a particular CTN is terminated by FluidOne within the Initial Term or any Renewal Term at the Customer's request and with the written consent of FluidOne, a fee will be payable by the Customer to FluidOne as follows ("Termination Fee"):

- a sum equivalent to the RRP Cost monthly line rental payable as set out in the Order Form, inclusive usage charges and minimum spend for each CTN for the remainder of the Initial Term or Renewal Term; and

- where the Agreement has a Minimum Contract Spend and the Minimum Contract Spend has not been achieved, an additional sum equivalent to the difference between the Minimum Contract Spend and the amount actually paid to FluidOne by the Customer pursuant to the Agreement at the date of termination of the Agreement.
- Customers reselling Mobile services to End Users will not be permitted to terminate services within the Initial Term or Renewal Term. There will be fee payable per CTN in this setup.

For the purpose of calculating the amounts payable only whole months will be included and if part way through a month, that month will be deemed to be remaining. By way of illustration, a Customer who is in half way through the sixth month of a 24-month Initial Term would be deemed to have 19 months remaining on their Initial Term. In the event of Customers reselling to an End User prorate changes would be applied.

In the event of termination of this Agreement or a CTN for any reason, FluidOne shall have a right of set off against the Hardware Fund (if any) in respect of all sums owing by the Customer to FluidOne pursuant to this Agreement (or the case of the termination of a particular CTN, in respect of all sums owing by the Customer to FluidOne pursuant to this Agreement in respect of that particular CTN).

Following the expiry of the Initial Term of any Contract, either FluidOne or Customer may terminate that Contract by not less than one (1) months' written notice, such notice to take effect at the end of the Initial Term or on the month anniversary of the notice being received by FluidOne. A cancellation request must be effected by the Customer using the online form and process located at the FluidOne Portal, Dash.

Notice of termination via email will only be accepted where the online portal, Dash, is not available in which event Customer must email FluidOne with a request to terminate the Contract at: cancel@FluidOne.com. Such email must contain the contracted company name and details of the Service being cancelled, the site address and service description and FluidOne contract number. No other method of notice of termination will be accepted or effective. Upon emailing cancel@FluidOne.com, the Customer will be sent an acknowledgement of receipt within 4 hours, containing a "Ticket ID". The Customer must retain this ticket ID as evidence of the cancellation submission via email.

8.2 Suspension

Notwithstanding anything to the contrary in Clause 8, FluidOne shall be entitled to suspend the Mobile Network Service without liability upon the occurrence of any of the following events:

1. If the Customer fails to make payment of the Charges on the Payment Date;
2. If any information given to FluidOne by the Customer is false or misleading;
3. If the Customer does, or allows to be done, anything which in the Service Operator's or FluidOne's reasonable opinion may have the effect of jeopardising the operation of the Mobile Network Service;
4. If the Customer permits the use of the Mobile Network Service or uses the Mobile Network Service for illegal purposes including (without limitation) the use of illegal or unauthorised Gateways (or the Service Operator or FluidOne believes the same);

5. If, in FluidOne's or the Service Operator's absolute discretion, the Charges incurred in any given period show unreasonable, low or excessive usage of Mobile Network Services or unusual calling patterns such as, without limitation, a disproportionate percentage of incoming calls or zero usage per number of ten (10) minutes or less of outbound voice calls or charges including data of less than £1 per month, or which cause network congestion;
6. If FluidOne is unable, for whatever reason, to provide the Mobile Network Service or if FluidOne is required to terminate this Contract by a competent administrative or regulatory authority (including without limit OFCOM) and/or Service Operator;
7. If the Customer exceeds the credit limits set in the applicable Sales Quotation and/or the Tariff.

Termination, suspension, disconnection or barring under this Clause 8 shall be without prejudice to FluidOne's rights accrued up to and beyond the date of termination, suspension, disconnection or Barring.

After disconnection, suspension or Barring of the Equipment from the System and/or consequent upon the termination of this Contract, the Customer shall pay on demand all Charges outstanding at the time of disconnection, suspension or Barring including (without limitation) any reasonable disconnection or Barring fee that FluidOne may wish to charge in its sole discretion. Should FluidOne elect to disconnect and/or reconnect the Equipment from or to the System, then FluidOne having regard to the circumstances at the time of disconnection or reconnection may elect to charge a fee of up to £30 for such disconnection or reconnection. Should FluidOne elect to bar and/or unbar the Equipment from the System, FluidOne may, in its absolute discretion, charge an unbarring fee of up to £25 per SIM Card for such barring or unbarring.

Should termination take place part way through a month, no credit will be given for the post termination part of the month's access Charge(s).

The Customer will remain liable for all Charges incurred prior to termination regardless of when they are invoiced. Termination, porting, or Migration of mobile numbers is subject to a charge of £30 per number.

9.0 Support and SLAs

9.1 Support

Changes to in-life services can be raised through the FluidOne support team by emailing support@FluidOne.com or phoning 03458687848 option 2. The support desk is manned 24/7 however non-outage/emergency related requests will be supported during normal working hours which are 9-6.

FluidOne shall allocate each reported fault a fault reference number, which must be used by Customer in all further dealings concerning that fault.

FluidOne's support engineers will diagnose the fault remotely. Customer shall carry out all checks requested by FluidOne to help diagnose and resolve a fault, including but not limited to first line checks, such as checking hardware or software status - power, carrier,

testing with new cabling and filters as necessary and rebooting site equipment. Additional checks, such as plugging a PC or laptop directly into the NTE may be necessary.

Customer shall provide all assistance and information and carry out all checks requested by FluidOne promptly and in accordance with FluidOne's reasonable instructions.

As part of the diagnosis, FluidOne may require Customer to replace the CPE and NTE. In such case, the following shall apply:

- If FluidOne originally provided this equipment and it is still within Warranty, FluidOne will ship out replacement parts to test with by Next Working Day courier, providing the fault is identified by 3 pm. Replacement hardware for faults identified after 3 pm may not arrive until the subsequent Working Day;
- When hardware provided by FluidOne is outside the manufacturer's warranty FluidOne will still offer to ship replacement parts, provided that Customer pays the cost of replacement;
- When hardware is loaned to Customer by FluidOne for the purposes of diagnostics FluidOne shall immediately invoice Customer for the hardware, shipping and configuration. Customer agrees and undertakes to make the loaned hardware, or the original faulty hardware, available to FluidOne for collection (in a resalable 'as new' condition) at a time agreed with FluidOne within ten (10) calendar days. Upon receipt by FluidOne of the returned hardware as described, FluidOne will issue a credit note for the invoice. If FluidOne does not receive the hardware back within this time period, the invoice shall become immediately payable; and
- Customer shall ensure that hardware made available for collection at Customer's offices in its original packaging (or packaging provided by FluidOne for the purposes of collection). If not made available, FluidOne may charge Customer the full cost of replacement at list price at that time.

In the event that no clear path to resolution of a fault has been identified using the above fault reporting and resolution procedures, the Customer may escalate the fault in accordance with the matrix set out below in which event both parties will follow the escalation matrix procedure. However, if the fault is escalated in accordance with this matrix, this shall not for the avoidance of doubt prevent FluidOne from carrying out its own internal diagnostic and escalation procedures. The escalation to the next step will only occur when the response time to each escalation level has not been met. This time is inclusive from first contact.

9.2 Service Level Agreement

The support team will aim to respond to request as follows:

Request	Target Time
Tariff Change	1 st of following month
International Bolt On	48 Hours
Sim Changes	48 Hours
SIM Swaps	24 Hours

SIM Suspension	24 Hours
CTN Disconnection	24 Hours and actioned within 30 Working Days

The billing team can be contacted at billing@FluidOne.com or by phoning 03458687848 option 4 and aim to respond to requests as follows:

Request	Target Time
Billing Query	72 Hours

FluidOne warrants that the Mobile Service as described in the Order shall be provided using reasonable skill and care.

In case of the Mobile Service not fulfilling the contractually agreed requirements: (a) FluidOne shall remedy the service in accordance with the SLA.

Where equipment is sold in Order to provide the Mobile Services, FluidOne will endeavour to pass onto Customer the benefit of any warranty (if any) FluidOne receives from its supplier of the equipment. There is no Service Credit Calculation for Mobile Services.

FluidOne's Core Network SLA of 99.99% uptime excludes Carrier/supplier platform failures of all kinds. This includes but is not limited to, a major service outage (MSO) on the Carrier/supplier side and errors, mistakes, acts or omissions of any engineer who is not an employee or officer of FluidOne.

10.0 Definitions

The following words and expressions used in this Product Annex shall have the following meanings:

'3G' stands for 3rd generation mobile data network. Should 3G not be available slower 2G Services will be offered where coverage allows;

'4G' stands for 4th generation mobile data network. Should 4G not be available slower 3 or 2G Services will be offered where coverage allows;

'Additional Tariff Information' means any additional information including the mechanism for adjustment in relation to the charges for the tariffs as set out on the Order Form;

'Agreed Uptime Guarantee' means, in relation to each Service, the target period of Uptime during each Month (expressed as a percentage of the time in the relevant Month) specified in the column of the SLA entitled 'Agreed Uptime Guarantee' or otherwise specified in any Contract;

'Artificially Inflated Traffic' means the flow of calls to any particular Service which is, as a result or consequence of any activity by or on behalf of the Customer disproportionate to the flow of calls which would be expected from good faith commercial practice and usage of the Services;

'Airtime' means mobile telecommunications airtime and Network capacity;

'Bandwidth' means the rate, in bits per second, which data packets can be transferred over the Service. This is always quoted in bits per second (bps), never Bytes per second (Bps) and does not factor in packet overheads;

'Basic Management' means the provision by FluidOne of remote assistance and configuration changes to hardware requiring less than 1 hour of work per request;

'BT' means BT Group PLC and includes BT Retail, BT Wholesale and BT Openreach and any other sub-divisions of BT as necessary;

'Cancellation Charge' means the cancellation charges that are charged by a Carrier to FluidOne for cancelling an Order or Contract prior to a date notified to Customer as a "service commencement date" or proposed Activation Date;

'Cisco Jasper' means Cisco Systems, Inc;

'Cloud Services' means the cloud Services described in Schedule 1 (forming part of the Services) that are subject to the additional terms set out in Schedule 5;

'Cloud Virtual Infrastructure' means compute platform from which customer applications run;

'Contention' means the maximum possible reduction in throughput on a particular product;

'Contract' means a contract entered into between FluidOne and the Customer following acceptance by FluidOne of an Order and incorporating the terms of the Order, the Agreement and the relevant Product Annex(es);

'CTN' means a cellular telephone number;

'Commencement Date' means a) in the case of a Customer already receiving Services from FluidOne, the date entered on the Order Form; b) in all other cases, the date on which Services are first provided to the Customer by FluidOne;

'Customer Users' means any employee, contractor or other third party authorised or permitted by the Customer to access or use the Services;

'Data Usage' in relation to 3G/4G Services will be rounded to the nearest MB, where 1 MB is equal to 1,048,576 bytes. This will include download and upload combined;

'GSM Gateway' means any equipment containing a SIM which enables the routing of calls from fixed apparatus to mobile equipment by establishing a mobile to mobile call;

'Hardware' means any wireless devices, handsets and related items or other equipment used by the Customer in connection with the Services;

'Hardware Charges' means the charge for each item of Supplied Hardware supplied by FluidOne to the Customer as set out in the acknowledgment sent by FluidOne to the Customer acknowledging the Order made by the Customer relating to that item of Supplied Hardware;

'Hardware Fund' a sum of money provided by FluidOne to the Customer (as detailed on the Order Form) for the purpose of enabling the Customer to purchase Hardware or Supplied Hardware;

'Hardware Services' means the Services, including the provision of Supplied Hardware;

'Initial Term' means the period stated on the Order or in the Product Annex and if not so separately stated in relation to each Service means a period of 24 months from Activation;

'IOT Platform' means the Cisco Jasper connectivity management platform available via the Dash Customer Portal for compatible IOT Services;

'IOT Platform Services' means the cloud-based software services made available on the IOT Platform;

'IOT Services' means all of the Services to be provided to the Customer under this Agreement that relate to IOT, including the IOT SIM Card and access to the IOT Platform and IOT Platform Services.

'IOT SIM Card' means a SIM card supplied to the Customer by FluidOne in connection with this Agreement and provisioned to permit access to the IOT Platform;

'Latency Service Failure' means that Latency for a particular Service measured over a Month is identified by the Customer (and demonstrated to FluidOne's reasonable

satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 40ms for SLA+ or 100ms for SLA;

'M2M' means technology that enables networked devices to exchange information and data;

'Mass Failure' means a failure of the FluidOne Core Network to meet or exceed the Agreed Uptime Guarantee (99.99%) in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

'Messaging Services' means any email, fax and voicemail Services, text message and multimedia messaging Services, personal information management and other message or communication facilities which let the Customer communicate with others;

'Minimum Contract Spend' means the minimum amount of money to be paid by the Customer to FluidOne in respect of the Services to be provided which is stated on the Order Form;

'Network Availability' means the CPE, when correctly connected and configured, is able ping one of FluidOne's DNS servers. These are currently 89.105.96.51 and 89.105.96.52, but may be subject to change;

'Mobile Charge' means the charges for each of the tariffs stated on the Order Form as published on FluidOne's Website from time to time or, in the case of Managed Services, on the relevant Network Operator's website (as adjusted in accordance with any Additional Tariff Information set out on the Order Form);

'Mobile Services' means the provision of two-way communication via a Network accessed via a SIM;

'Network' means the mobile phone network of the Network Operator chosen by the Customer on the Order Form;

'Network Operator' means the mobile network operator chosen by the Customer;

'Network Operator Contract' is a separate contract with the mobile network operator in addition to any agreement with FluidOne;

'Order' shall mean an Order Contract of Service, an approved FluidOne Order Form or Sales Quotation for the Service which has been signed by an authorised representative of the Customer;

'Order Committed Date' has the meaning set out in Section 4 of this Product Annex;

'Order Form' means a quotation for the Service communicated via Adobe Sign, FluidOne Portal or API for signature by an authorised representative of the Customer;

'Sales Quotation' means an Order Form that is communicated via alternative methods, but becomes an Order once signed;

'Packet Loss' shall mean loss of pings from the FluidOne CPE back to the FluidOne Core Network;

'*Packet Loss Service Failure*' means that Packet Loss for a particular Service measured over a Month is identified by the Customer (and demonstrated to FluidOne's reasonable satisfaction) following the raising of a Support Ticket in response to a reported fault, to be in excess of 0.10 % for SLA+ or 5% for SLA;

'*Rate Plan*' means a pricing rate specified on the Order Form which applies to a SIM Card and which is used for the purposes of calculating Charges;

'*Rate Plan Rules*' means a pricing or usage rule which applies to a Rate Plan;

'*Renewal Term*' means the period stated on an Order which relates to an existing FluidOne Service (Renewal Order), commencing from Completion of the Renewal Order;

'*Roaming*' is the ability for the SIM to operate outside of the United Kingdom;

'*RPI Increase*' means the retail price index percentage change over 12 months announced by the Office for National Statistics (or successor body) in the month preceding an increase in the Charges;

'*RRP Cost*' means the cost stated on the Order Form labelled "RRP Cost" payable to the Network Operator by FluidOne in the event the Agreement is terminated during the Minimum Term or Renewal Term;

'*Serious Breach*' means, for each individual Service, a failure to meet or exceed the Agreed Uptime Guarantee in 3 (three) consecutive Months or in at least 4 (four) Months of any 6 (six) Month period;

'*Service Failure*' The Service will be considered to have failed if Customer has raised a support call and the modem, when correctly connected and configured, does not respond to Pings or SNMP polling from FluidOne or a BT line test indicates a fault;

'*Service Levels*' means the performance service levels set out in this Product Annex;

'*Services*' means the Mobile Services, the Hardware Services, the Managed Services, the IOT Services, the Support Services and such other Services as are made available from time to time to the Customer by FluidOne;

'*SIM*' means a subscriber identity module which enables the use of the Services when used with a mobile phone or other equipment used to access the Services;

'*Supplied Hardware*' means any Hardware provided by FluidOne to the Customer for use in connection with the Services or any Hardware repaired by FluidOne on behalf of the Customer;

'*SLA*' or '*Service Level Agreement*' means the service level agreement setting out Service Levels and applicable service credits;

'*Termination Fee*' is the cost for ending a contract early;

'*Transit*' means, in relation to the Services, when traffic or data leaves or is outside of FluidOne's Core Network;

'*Uptime*' means the period when there is Network Availability and (where purchased by Customer) Internet Breakout, subject to the terms of the SLA;

'*Voice Services*' means the voice Services described in the Order form but relating to Unified Communications.