

Terms and Conditions

1 DEFINITIONS.

- 1.1 In these terms and conditions ("**Conditions**"), words and expressions shall have the same meanings as assigned to them in the FLUIDONE LIMITED Standard Terms of Business ("**STB**"), except or as additionally detailed below:

"Bonded Solution"	means a Wireless Broadband solution based on Site Routers which provide a single high bandwidth channel by dividing and transmitting over more than one data channel (either through multiple wireless operator networks or between wireless and fixed line services such as ADSL). The Site Routers communicate with a Hub router (normally located at e.g. a Customer data centre) which reassembles the single channel from the multiple channels over which it has been transmitted;
"Minimum Term"	means the monthly term specified and found on the Order Form;
"MNO"	means a Mobile Network Operator;
"RMA Form"	means a return of material authorisation form issued by FLUIDONE LIMITED to the Customer;
"Service Excellence Consultant" or "SEC"	means an FLUIDONE LIMITED employee responsible for ensuring communication relating to the delivery of Services to the Customer from time to time, as defined in the Order Form;
"Site"	means the Customers site/s for installation of Services as requested from time to time;
"SIM"	means a subscriber identity module card, unique to the Customer.

- 1.2 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 SCOPE

- 2.1 These terms and conditions represent Service Specific Terms and Conditions for the supply of Wireless Broadband Services by FLUIDONE LIMITED. These Services may include the sale or rental of equipment, the provision of wireless data connectivity, professional services and support services, all as defined within these Conditions.

3 SUPPLY OF EQUIPMENT

- 3.1 Where the Customer wishes to procure equipment, FLUIDONE LIMITED will supply the equipment specified on the Order Form in accordance with FLUIDONE LIMITED Product Supply Terms and Conditions ("PSTC"). Where the Customer wishes to rent equipment, the conditions detailed in this Clause 3 shall apply. The term "Equipment" relates to rented Equipment only in the remainder of this Clause 3.
- 3.2 FLUIDONE LIMITED shall provide the Equipment specified on the Order Form for the Minimum Term specified thereon. After the Minimum Term, the Service Contract will continue on a monthly rolling basis until cancelled by the Customer providing written notice of a least ten (10) Working Days. To provide notice of cancellation stating the OP number found on the Service Contract. An RMA ("Returned Material Authorisation") form will be provided by FLUIDONE LIMITED and must be included within the packaging of any Equipment returned to FLUIDONE LIMITED.
- 3.3 The Equipment may be purchased by the Customer, or provided on a rental basis over a certain minimum term. Rental equipment belongs to FLUIDONE LIMITED at all times. The Customer is not allowed to sell, give away, or use the Equipment as security for a loan or allow it to be ceased as part of a debt or allow anyone else to remove it from the premises where installed. The Customer must not remove any FLUIDONE LIMITED inventory labels attached to the Equipment.
- 3.4 The Customer must take due and proper care of the Equipment and ensure it is kept in the correct environment as specified by the manufacturer and as made known to the Customer. Except as allowed for in Clause 4.10, The Customer must not move, add to, modify, open the housing or in any way interfere with the Equipment, nor allow anyone else (other than someone authorised by FLUIDONE LIMITED) to do so. The Customer will be liable to FLUIDONE LIMITED for any loss of or damage to rental Equipment, except where the loss or damage is due to fair wear and tear or is caused by FLUIDONE LIMITED or anyone acting on FLUIDONE LIMITED's behalf.
- 3.5 FLUIDONE LIMITED cannot guarantee that any Equipment provided will be fault free and does not undertake to do so. Equipment will be made available with the Management Service and Advance Replacement Break-Fix Support as detailed on the Order Form and described in Clause 5 in these Conditions.
- 3.6 Where specified in the Service Contract, FLUIDONE LIMITED will hold Customer-owned Equipment as bonded stock

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within its own warehouse facilities. The Equipment can then be deployed to a customer site, returning to FLUIDONE LIMITED stores after use to await a further deployment. FLUIDONE LIMITED will hold such Equipment in a secure location and be responsible for it whilst onsite at FLUIDONE LIMITED. FLUIDONE LIMITED may make a charge for such storage, to be specified in the Service Contract, or if not so specified, 2.5% of the list price of the Equipment per calendar month or part thereof.

- 3.7 The first invoice will be made at the end of the calendar month in which installation occurs and will consist of a pro-rata amount for the first month rental in arrears, together with the data usage. Thereafter, rental charges will be invoiced monthly in advance, and usage/overage monthly in arrears.

4 SUPPLY OF PROFESSIONAL SERVICES

- 4.1 Where specified on the Order Form, FLUIDONE LIMITED will provide the Services as defined in this Clause 4.
- 4.2 **Customer Initiation** is required for a new Customer for the Services and provides for a workshop where FLUIDONE LIMITED project staff will provide the operational detail of the Services, points of contact for placing orders and queries on existing orders, and channels for reporting faults. From the FLUIDONE LIMITED side, the workshop involves the FLUIDONE LIMITED-Service Manager, the FLUIDONE LIMITED Account Manager for the Customer and other technical staff as required for the purposes of the meeting.
- 4.3 **Solution Design** is required where a Bonded Solution is needed, or a nonstandard solution. It provides for interactions at the Technical Design Authority level (as defined in FLUIDONE LIMITED Implementation Services Terms and Conditions ("ISTC")) to ensure that the Customer is able to verify that the solution is appropriate for the purposes intended and will integrate with the Customer's IT infrastructure. If necessary, the design of a failover solution can be part of the activity.
- 4.4 A **Desktop Survey** is performed by FLUIDONE LIMITED to determine the MNO availability for the particular Site using on-line enquiry tools from publicly available sources and provide the results of this to Customer.
- 4.4.1 Customer acknowledges that on line checks to obtain best MNO carrier are guides only and not a guarantee of service availability at the particular Site. All products using radio technology, including television and car radios, can be affected by local physical conditions which may interfere with radio signals. As with other wireless phone services, coverage can be affected in, but not limited to tunnels, dips, cuttings, mountains and wooded areas.
- 4.4.2 Customer further acknowledges that the performance of wireless networks is dependent on the number (and nature) or other users and their usage, and hence performance is likely to vary during the day. This will not be represented in a desktop survey.
- 4.4.3 Finally, Customer acknowledges that a desktop survey will not reveal the degree of attenuation of signal that will be experienced within buildings, especially where these are metal skinned, or where the proposed location of the equipment is well shielded from the outside by the fabric of the building.
- 4.5 A **Site Survey** provides for an FLUIDONE LIMITED engineer to attend at the Customer Site to survey the proposed location of the Site Router to assess the expected performance of the router over the various MNO networks. A report is provided.
- 4.5.1 A Site Survey is performed by deploying a Site Router to the site in question with an engineer and measuring the actual performance achieved. A Site Survey is a bespoke Service, as the Customer may wish to monitor performance over a period and may also wish to examine performance at different locations within its site, or with a variety of antennae. FLUIDONE LIMITED will quote for such Site Surveys on a case-by-case basis.
- 4.5.2 Where a Site Survey is carried out, FLUIDONE LIMITED will advise on location of the Router and antennae required to optimise MNO signal strength at the Customer Site. If such location will require additional cabling, fixing or drilling, it will be the responsibility of the Customer to gain any necessary permissions required and to carry out such works. Upon request, FLUIDONE LIMITED can provide a quotation to assist with the necessary additional works.
- 4.5.3 The provision of additional survey information acts to increase the levels of confidence that a viable service can (or cannot) be provided.
- 4.6 If FLUIDONE LIMITED believes that there is a serious risk that a viable service cannot be provided on a Customer Site, FLUIDONE LIMITED may decline the Order. However, because of the above uncertainty factors, acceptance of the Order by FLUIDONE LIMITED may not be interpreted as a guarantee by FLUIDONE LIMITED that a viable Service onsite will be possible and FLUIDONE LIMITED will incur no liability to the Customer, in contract or tort in such instances. The Customer will pay for any costs properly and unavoidably incurred, including but not limited to payment for any hardware.
- 4.7 **Hub Installation** is where a single hub is installed at a Customer site. Solution Design is necessary in advance of this to ensure all the technical details are known in advance and hence the equipment can be configured correctly. If a second hub is installed, a reduced installation price is charged for the second hub, provided it is on the same

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site, installed on the same visit, and is configured in an active/standby mode with the first hub.

4.8 A **Site Router Deployment** provides for FLUIDONE LIMITED to:

- 4.8.1 Procure the specified Site Router, specific component cards and accessories (e.g. external antennae) where ordered;
- 4.8.2 Provide and activate the ordered SIMs, selected in accordance with information available concerning the Customer Site;
- 4.8.3 Configure as required for the customer site and the MNO networks required;
- 4.8.4 Courier of Router to Customer Site;
- 4.8.5 Despatch of an FLUIDONE LIMITED engineer to the Customer Site to meet the Site Router and, in coordination with FLUIDONE LIMITED-based engineers, bring the Router into service and establish connectivity to the FLUIDONE LIMITED management platform. FLUIDONE LIMITED will attempt to install the device in the Customer communications room ("Comms Room") however if performance is deemed to be poor or could be improved during the installation visit FLUIDONE LIMITED will test performance in alternative locations as agreed with the Customer;
- 4.8.6 Once the router is brought into service the FLUIDONE LIMITED engineer will take photographs of the Router in its location, and present a site installation acceptance form for the Customer to sign;
- 4.8.7 If FLUIDONE LIMITED cannot gain access at the customer's site at the prearranged time, the site visit will be cancelled and an aborted visit charge will be made by FLUIDONE LIMITED. FLUIDONE LIMITED will use its reasonable endeavours to accommodate the Customer's request to return to the Site to complete installation, but nothing in this Clause 4.8.7 requires FLUIDONE LIMITED to commit to any performance timescales as detailed in the Service Contract and/or Order;
- 4.8.8 If upon inspection at the Customer's site, the proposed equipment location is not acceptable or there is, in the reasonable opinion of the FLUIDONE LIMITED engineer something affecting the safety of the Site, FLUIDONE LIMITED will inform Customer as soon as practicable, and Customer will resolve the issue. Any additional time exceeding 2 hours that the FLUIDONE LIMITED engineer spends at the Customer site as a result of such issues will be chargeable to Customer.

4.9 **Recovery by Scheduled Engineer** provides for FLUIDONE LIMITED to send an engineer to the Customer Site to de-install the Router and return it to FLUIDONE LIMITED (or a central Customer facility). The SIMs are cancelled or suspended depending on the Service ordered, and the Router is removed from monitoring by FLUIDONE LIMITED.

4.10 **Recovery by Courier** provides for FLUIDONE LIMITED's courier to collect a Site Router from a Customer Site which has been disconnected and packaged by the Customer. **It is important that the equipment is securely repacked into its original packaging and an FLUIDONE LIMITED RMA Form is included within it.** Customer will be responsible for any equipment that is damaged in transit by reason of insufficient packaging. The SIMs are cancelled or suspended depending on the Service ordered, and the Router is removed from monitoring by the FLUIDONE LIMITED NOC Support service.

4.11 The **Cease** service does not collect the Router, but the SIMs are cancelled or suspended depending on the service ordered, and the Router is removed from monitoring by the FLUIDONE LIMITED NOC Support service.

5 **SUPPLY OF SUPPORT SERVICES**

5.1 Support Services consists of:

- 5.1.1 Management Service
- 5.1.2 Advance Replacement Break-fix Support
- 5.1.3 Change Management

Management Service

5.2 This Service will be provided in accordance with the level identified on the Order Form.

- 5.2.1 **Standard Management** is the de facto support class for Hub routers and is an option for Site Routers. FLUIDONE LIMITED proactively monitor the devices and alerts are sent to the FLUIDONE LIMITED NOC when a fault occurs. The FLUIDONE LIMITED NOC interrogates the monitoring platform before then contacting the Customer to further the diagnostics process. FLUIDONE LIMITED is fully responsible for the Router and its configuration and will manage the end-to-end Incident Management and any Adds, Moves and Changes.
- 5.2.2 **Monitored Reactive Management** is available on-Site Routers and the management provided for is that detailed in Clause 5.2.1 **except** there is no proactive monitoring of the devices. This Service

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relies on the Customer calling FLUIDONE LIMITED to report a fault. This Service is most suited to deployments where the Customer will be in charge of the Site devices and will be responsible for turning them off and on such as a vehicle deployment. In this option the FLUIDONE LIMITED monitoring platform does not know when a device is in or out of service and therefore could report an issue when there isn't one.

- 5.3 The monitoring processes described in 5.2 will consume data for the Customer's SIM data package unless a Bonded Solution has been procured and a separate management link between the Hub and the FLUIDONE LIMITED NOC datacentre is provided as part of that solution.
- 5.4 MNO network performance issues within the specified capabilities of the network cannot be dealt with as an incident, as the Managed Service is designed to solely address faults. However, FLUIDONE LIMITED can offer Professional Services (as defined in FLUIDONE LIMITED ISTC) to investigate these and any other issues the Customer wishes to investigate. These additional Services will result in a new quotation being delivered to the Customer in line with clause 3 of FLUIDONE LIMITED STB.
- 5.5 The FLUIDONE LIMITED Management Service is provided within the following hours ("**Primary Service Hours**"), as defined on the Order Form:
- 5.5.1 **Business Hours** means support within the period 9:00 to 17:30 on weekdays excluding public holidays in England.
- 5.5.2 **Extended Hours** means between Monday to Sunday 7.00am to 7.00pm UK time excluding Christmas Day (00:00 to 23:59 on the 25th December), Boxing Day (00:00 to 23:59 on the 26th December) and New Year's Day (00:00 to 23:59 on the 1st January)
- 5.5.3 **24x7** means 24 hours per day cover for every day of the year.
- 5.6 **Progress Updates.** FLUIDONE LIMITED will update the Customer during the life of the fault at a frequency that depends on the classification of the fault, as follows:

Classification	Frequency of updates
P1	Hourly
P2	Every four (4) hours
P3	Daily
P4	Daily

- 5.7 For the purposes of Clause 5.6, the elapsed time between updates relates to FLUIDONE LIMITED activities, and time spent awaiting information, action or approval by Customer or a third party shall not contribute to the time between updates. For example, if FLUIDONE LIMITED is awaiting further information from the Customer or awaiting the results of a Site visit which has already been communicated to the Customer, updates will in effect be suspended.
- 5.8 If the provision of the Service is identified within an Order Form, FLUIDONE LIMITED will provide a Service Excellence Consultant responsible for reporting and measurement of service levels, including network estate performance reporting, escalation of provisioning, installation and recurring fault management. Specific responsibilities of the SEC (if any) shall be defined on the Order Form.

Advance Replacement Break-Fix Maintenance

- 5.9 Where the Management Service has diagnosed a failure or other problem with the Site Router or Hub router that cannot be resolved remotely, FLUIDONE LIMITED will send a suitably qualified engineer to site with a replacement device. Once at site, the FLUIDONE LIMITED engineer, working together with the Management Service, will correct the problem or if necessary, replace the device, reloading any necessary configuration into the device to reinstate Service.
- 5.10 The Advance Replacement Break-Fix Service offers a next Business Day service for problems reported and diagnosed before 2pm.
- 5.11 FLUIDONE LIMITED reserves the right to raise Charges at FLUIDONE LIMITED's standard rates, or as per an agreed Customer-specific rate card (if existing) if requested to attend Site and no issue is to be found with the equipment, or where the failure is as a result of misuse, accidental or deliberate damage or theft.

Change Management

- 5.12 Where under the management responsibility of FLUIDONE LIMITED, changes to network equipment and their configuration and interconnections must be made in accordance with FLUIDONE LIMITED Network Change Management Process.

6 SUPPLY OF WIRELESS NETWORK SERVICES

- 6.1 Where detailed on the Order Form, FLUIDONE LIMITED will provide access to wireless network services by means of the provision of SIMs linked to specific operators' networks.
- 6.2 The following terms are used when referring to SIMs:
- 6.2.1 **Inactive** – the SIM is physically ready to transmit and receive data through the specific operator's network but is disabled by the network operator. No data transmission or receipt is possible.
 - 6.2.2 **Active** – A SIM may be "switched on" by FLUIDONE LIMITED, in which case it can transmit and receive data. Rental charges may be made for an activated SIM independently of whether or not it does actually transmit or receive data.
 - 6.2.3 **Suspended or Dormant** – Certain SIMs may be put into a temporarily inactive state. Such SIMs may still be subject to rental charges.
 - 6.2.4 **Cancelled** – An Active SIM may be permanently disabled. No further data transmission or receipt will be possible, and a new SIM will be required should such data transmission subsequently be required. Cancellation charges may be payable for SIMs Cancelled before the end of their minimum commitment.
- 6.3 Customer recognises that the service relies on the availability of suitable wireless network service. Service levels from such networks vary depending on factors beyond the FLUIDONE LIMITED's control including but not limited to location, time of day, weather, tree growth, humidity, contention (both on cells and backhaul), network faults and performance issues. FLUIDONE LIMITED are unable to guarantee any aspect of the following areas: (a) Bandwidth, (b) Latency, (c) Network Coverage, *either* at any particular physical location or any particular point in time. It is therefore important that these factors are mitigated by a solution design that incorporates SIMs from multiple MNOs.
- 6.4 MNO terms and conditions require specific SIM types to be used for use in wireless broadband routers. If M2M/IOT SIMs are not used, MNOs have the authority to suspend service, restrict use or speed, or charge for unauthorised use. Further SIMs not designated for M2M or IOT use are prone to content filters and time outs, which combine to provide a poor customer experience. All SIMs provided by FLUIDONE LIMITED are warranted to be authorised for use with the equipment provided as part of the Wireless Broadband Services.
- 6.5 Tariff packages may refer to one or more of the following parameters/features:
- 6.5.1 **Monthly Data Allowance** – the tariff package includes a certain amount of data to be consumed during a calendar month. The data allowance expires at the end of the month, and the charge is unaffected by how much of the allowance is used.
 - 6.5.2 **Data Commitment** – the tariff package may require a certain volume of data to be consumed over a specified period to support a particular charging rate. The Data Commitment will be charged for at the end of the period, whether or not that amount of data has been consumed.
 - 6.5.3 **Overage** – if the tariff package includes a Monthly Data Allowance or Data Commitment, the tariff rate for data may vary if more than the specified limit is consumed. Any such overage will be invoiced monthly in arrears.
- 6.6 A wireless broadband Router communicates back to the Hub via the MNO network and the internet. If the Hub is located within the Customer's data centre, Customer needs to be aware that the range of IP addresses used by the MNOs may vary without notice and take this into account in the set-up of firewalls. If static IPs are required, different SIMs and tariff packages may need to be used, and an additional charge may also be required to reserve the static IP address itself.

7 CUSTOMER RESPONSIBILITIES

- 7.1 Customer shall provide all information reasonably requested by the FLUIDONE LIMITED relevant to the responsibilities that are to be carried out in a diligent and timely manner. The information shall be complete and accurate.
- 7.2 Customer shall ensure that FLUIDONE LIMITED is provided with timely access to Customer Sites and all necessary equipment to allow FLUIDONE LIMITED to fulfil its obligations under the Service Contract.
- 7.3 Except where FLUIDONE LIMITED has engaged to provide a physical Site Survey to cover this responsibility, Customer shall ensure that the Site into which equipment is to be installed shall have a suitable location for the

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equipment which is:

- 7.3.1 Safe and secure;
 - 7.3.2 Within 3m of a suitable power outlet;
 - 7.3.3 Within 5m of the equipment to which the equipment is to be connected (RJ45 LAN connection);
 - 7.3.4 Provides suitable wireless signal for the operation of the equipment for the purposes of the Customer.
- 7.4 Customer shall ensure that Site contacts are identified for all Customer Sites where equipment is currently located or is to be located. Customer shall ensure that the Site contacts know their responsibilities and are available at the prescribed times to assist FLUIDONE LIMITED with the tasks which are their responsibility.
 - 7.5 Customer shall put in place internal support arrangements to ensure that incidents reported to FLUIDONE LIMITED are reproducible and within the scope covered by the Service Contract and that access to the FLUIDONE LIMITED Service Desk is only made by suitably trained and experienced personnel.
 - 7.6 Customer shall keep any passwords and access arrangements to FLUIDONE LIMITED facilities granted under the Service Contract secure. Customer shall remain liable for any use and/or misuse of facilities made using such passwords by its employees or agents.
 - 7.7 Customer shall be responsible for the suitability of the equipment ordered for the Customer's business purposes.
 - 7.8 All IP Address information passed to FLUIDONE LIMITED for use on new equipment will be verified as available by Customer. To include all addressing for Hub routers and Customer branch subnets.
 - 7.9 Customer will ensure that all routing changes beyond the FLUIDONE LIMITED managed equipment will be made by Customer and/or the Customer, and that any potential data security issues (firewall/dmz, PCI DSS etc.) have been considered and addressed.
 - 7.10 Customer is responsible for communicating and specific Site safety or security regulations which must be followed at the Customer site in good time before the attendance by FLUIDONE LIMITED engineers at such Sites. FLUIDONE LIMITED will comply with any such regulations communicated, but any additional time necessarily spent by the FLUIDONE LIMITED engineer due to such compliance will be chargeable to Customer. If a requirement for additional time onsite is discovered on the day, FLUIDONE LIMITED reserves the right to rearrange installation for a different day and charge for an aborted visit.
 - 7.11 Customer is responsible for arranging any physical infrastructure work including cabling and additions to/modifications to structures (such as may be required to mount external antennae or run cables from an area where wireless signal can be obtained to the equipment that needs to be connected) and to ensure that it acquires all necessary permissions to carry out such works. In many cases, FLUIDONE LIMITED will be able to assist in this task, and upon request, can provide a quotation for the necessary additional works.
 - 7.12 Customer will sign off the site installation acceptance form to indicate acceptance of the successful installation and provision of the operational service.