



General Conditions for the Provision of Connectivity Services

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M2M Data Connect Ltd
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GENERAL CONDITIONS FOR THE PROVISION OF CONNECTIVITY SERVICES

M2M Data Connect Limited (**M2M**) is a provider of communication and connectivity services.

Each Contract between M2M and a customer for the provision of services (or goods) is made up of:

- **an Order Confirmation**, which identifies the Customer, and specifies the relevant Services, any Customer-Acquired Equipment, and the Charges;
- these **General Conditions**;
- the provisions of the relevant **Product Page**, as hosted at <https://m2mdataconnect.com>, each of which describes the individual services comprised in the product and sets out any additional terms and conditions relevant to each product; and
- any **Ancillary Contract Documents** referred to in any of the documents listed above, including any M2M policies relating to usage of the Services and any additional terms or policies of relevant **Third Party Providers** applicable to use of the Services;

(together, the **Contract Terms**).

The Customer's attention is particularly drawn to the provisions of condition 9 (Limitation of liability).

Condition 15 (Glossary) provides a glossary of the capitalised terms used with specific definitions in these General Conditions, and the rules of interpretation that apply.

1. Basis of contract

1.1 The Customer may request provision of any of the services made available by M2M by requesting M2M to provide the services specified in a quotation issued by M2M, or by completing a service request form electronically (through the M2M website or otherwise) or in hard copy. In each case, this constitutes an offer by the Customer to purchase the Services specified in the quotation or the form (the **Services**) in accordance with the Contract Terms.

1.2 The Customer's request shall only be deemed to be accepted when M2M confirms acceptance (an **Order Confirmation**) or, if sooner, when M2M starts performance of the Services, at which point the Contract between the parties is formed (the **Contract Start Date**). If M2M issues its Order Confirmation after the point at which it starts performance of Services, the Order Confirmation shall nonetheless be deemed to have been incorporated into the Contract from the point at which M2M started performance of the Services.

1.3 M2M shall be entitled to cancel any Contract without liability at any time prior to the Service Go-live Date.

1.4 These General Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.5 By submitting a request for the provision of any of the services made available by M2M, the individual submitting such request confirms that they are authorised to form a legally binding contract on behalf of the Customer, and that, save where the Customer has expressly notified M2M to the contrary when placing the Order, the Customer is acquiring the Services for business purposes only.

2. Term

2.1 Each Contract formed under these General Conditions shall commence on the relevant Contract Start Date, and, subject to earlier termination in accordance with the rights of the parties under the Contract Terms,



will:

2.1.1 continue in force for a period of 12 months, or such other minimum term as is specified in the Order Confirmation (the **Minimum Initial Period**); and

2.1.2 continue in force thereafter unless and until terminated by either party on not less than thirty days' prior written notice, such notice to expire at the end of the Minimum Initial Period or at any time thereafter, save where the parties agree to a further committed term for the Services (a **Renewal Period**), in which case it shall not expire before the end of the relevant Renewal Period.

3. Supply of Services

3.1 M2M shall use reasonable endeavours to supply each of the Services and, where applicable, any relevant Equipment, to the Customer in accordance with the relevant Product Page in all material respects, with effect from the respective Service Go-Live Date.

3.2 M2M shall use reasonable endeavours to meet any performance dates agreed in writing between the parties, including any Service Go-live Date, but any such dates shall be estimates only and time shall not be of the essence for performance of the Services.

3.3 M2M reserves the right to change any of the Services (and where applicable, to change or substitute any Equipment):

3.3.1 if necessary to comply with any Applicable Law or regulatory requirement; or

3.3.2 where any third party involved in the provision of infrastructure, equipment or software required for the delivery of the Services (each a **Third Party Provider**) implements a change which affects the Services or Equipment; or

3.3.3 if the change will not materially affect the nature or quality of the Services;

and M2M shall notify the Customer in any such event.

3.4 M2M warrants to the Customer that the Services will be provided using reasonable care and skill, and in accordance with all Applicable Law.

4. Customer-Acquired Equipment

4.1 Where M2M is supplying, and the Customer is purchasing, Customer-Acquired Equipment in accordance with an Order Confirmation, this condition 4 shall apply.

4.2 The quantity and description of the Customer-Acquired Equipment shall be as specified in an Order Confirmation.

4.3 M2M is entitled to make any changes to the specification of the Customer-Acquired Equipment which are required to comply with the Applicable Laws, or which do not materially affect the quality and performance of the Customer-Acquired Equipment.

4.4 Risk in the Customer-Acquired Equipment shall pass to the Customer at the time of delivery of the Customer-Acquired Equipment at the agreed delivery location, which shall be the location stated on the relevant Order Confirmation or such other location as the Parties agree in writing at any time after M2M notifies the Customer that the Customer-Acquired Equipment is ready to be delivered.

4.5 Delivery shall be completed when the Customer-Acquired Equipment is made available to the Customer at the agreed delivery location pursuant to condition 4.4.

4.6 Any dates quoted for delivery of the Customer-Acquired Equipment are approximate only and the time for delivery is not of the essence. M2M shall not be liable for any delay in delivery of the Customer-Acquired Equipment that is caused by an Event of Force Majeure or the Customer's failure to provide M2M with adequate delivery instructions or any other information relevant to the supply of the Customer-Acquired

Equipment.

4.7 If M2M fails to deliver the Customer-Acquired Equipment, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement equipment of a similar description and quality in the cheapest market available, less the Charges due for such Customer-Acquired Equipment. M2M shall have no liability for any failure to deliver the Customer-Acquired Equipment to the extent that such failure is caused by an Event of Force Majeure or the Customer's failure to provide M2M with adequate delivery instructions for the Customer-Acquired Equipment or any relevant instruction related to the supply of the Customer-Acquired Equipment.

4.8 If the Customer fails to accept delivery of the Customer-Acquired Equipment within three Business Days of M2M notifying the Customer that the Customer-Acquired Equipment is ready, then except where such failure or delay is caused by an Event of Force Majeure or by M2M's failure to comply with its obligations under the Contract in respect of the Customer-Acquired Equipment delivery of the Customer-Acquired Equipment shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which M2M notified the Customer that the Customer-Acquired Equipment was ready for delivery.

4.9 If, 10 Business Days after the day on which M2M notified the Customer that the Customer-Acquired Equipment was ready for delivery, the Customer has not accepted delivery of them, M2M may resell or otherwise dispose of part or all of the Customer-Acquired Equipment and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the Charges due for the Customer-Acquired Equipment or charge the Customer for any shortfall below the Charges due for the Customer-Acquired Equipment.

4.10 M2M shall be entitled to issue its invoice for the Charges due in respect of the Customer-Acquired Equipment in accordance with the Contract.

4.11 M2M shall be responsible for any damage, shortage or loss in transit, provided that the Customer notifies it to M2M (or its carrier, if applicable) within three days of delivery or the proposed delivery date of the Customer-Acquired Equipment and that the Customer-Acquired Equipment has been handled appropriately by the Customer and in accordance with any requirements of, or guidance provided by M2M. Any remedy under this condition 4.11 shall be limited, at the option of M2M, to the replacement or repair of any Customer-Acquired Equipment which is proven to M2M's satisfaction to have been lost or damaged in transit.

4.12 Title and ownership of the Customer-Acquired Equipment shall pass to the Customer on the later of completion of delivery or when M2M has received in full in cleared funds:

4.12.1 all sums due to it in respect of the Customer-Acquired Equipment; and

4.12.2 all other sums which are or which become due to M2M from the Customer in any account.

4.13 Until title and ownership of the Customer-Acquired Equipment has passed to the Customer under condition

4.12, the Customer shall:

4.13.1 hold the Customer-Acquired Equipment on a fiduciary basis as M2M's bailee;

4.13.2 store the Customer-Acquired Equipment (at no cost to M2M) in satisfactory conditions and separately from all the Customer's other equipment or that of a third party, so that it remains readily identifiable as M2M's property;

4.13.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Customer-Acquired Equipment; and

4.13.4 keep the Customer-Acquired Equipment insured on M2M's behalf for its full price against all risks with a reputable insurer to the reasonable satisfaction of M2M, and hold the proceeds of such insurance on trust for M2M and not mix them with any other money, nor pay the proceeds into an overdrawn bank account.

4.14 The Customer's right to possession of the Customer-Acquired Equipment before title and ownership has

passed to it shall terminate immediately if any of the circumstances set out in condition 11.2 arise or if the Customer encumbers or in any way charges the Equipment, or if the Customer fails to make any payment to M2M on the due date.

4.15 Until title and ownership of the Customer-Acquired Equipment is transferred to the Customer in accordance with condition 4.12, the Customer grants M2M, its agents and employees an irrevocable licence at any time to enter any premises where the Customer-Acquired Equipment is or may be stored where the Customer's right to possession has terminated, to remove it. All costs incurred by M2M in repossessing the Customer-Acquired Equipment shall be borne by the Customer.

4.16 The Customer acknowledges that M2M is not the manufacturer of the Customer-Acquired Equipment and therefore, M2M's obligations in respect of the Customer-Acquired Equipment shall be limited to those set out in this condition 4, and using its reasonable endeavours to transfer to the Customer the benefit of any warranty or guarantee given by the manufacturer to M2M.

4.17 Where the Customer wishes to return the Customer-Acquired Equipment to M2M or the relevant Third Party Provider, the Customer must obtain prior written consent to such return from the relevant person at such person's sole discretion and follow all instructions for return. M2M or the relevant Third Party Provider may charge the Customer a reasonable administration charge in respect of such return.

5. Customer's obligations

5.1 The Customer shall:

5.1.1 ensure that any information it provides to M2M is complete and accurate;

5.1.2 co-operate with M2M in all matters relating to the Services;

5.1.3 provide M2M, its employees, agents, consultants and subcontractors, with such information and materials, and with such access to the Customer's premises, office accommodation and other facilities, as reasonably required by M2M;

5.1.4 obtain and maintain all licences, permissions and consents which may be required for the Services before the date on which the Services are to start;

5.1.5 keep all Equipment, materials, documents and other property of M2M (**M2M Materials**) at the Customer's premises in safe custody at its own risk, maintain the M2M Materials in good condition until returned to M2M, and not dispose of or use the M2M Materials other than in accordance with M2M's written instructions or authorisation;

and the Customer shall not:

5.1.6 use the Services, the Equipment or any M2M Materials for any purpose that is abusive, a nuisance, immoral, improper, illegal or fraudulent;

5.1.7 do anything that causes the Services or the networks over which the Services are delivered to be impaired;

5.1.8 use the Services to send unsolicited bulk SMS or email messages; or

5.1.9 resell or otherwise distribute the Services, the Equipment or any M2M Materials.

5.2 The Customer acknowledges that title in M2M Materials will remain vested in M2M or the relevant Third Party Provider at all times.

5.3 If M2M's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):

5.3.1 without limiting or affecting any other right or remedy available to it, M2M shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the

Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays M2M's performance of any of its obligations;

5.3.2 M2M shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from M2M's failure or delay to perform any of its obligations as set out in this condition 5.3; and

5.3.3 the Customer shall reimburse M2M on written demand for any costs or losses sustained or incurred by M2M arising directly or indirectly from the Customer Default.

6. Charges and payment

6.1 The Charges for each of the Services shall be calculated in accordance with the relevant Product Page, or as otherwise agreed in writing by the parties.

6.2 Where agreed between the parties in advance, M2M shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom M2M engages in connection with the provision of the Services, including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by M2M for the performance of the Services, and for the cost of any materials.

6.3 M2M may change the rates upon which the Charges in respect of any Contract are calculated:

6.3.1 with effect at the end of the Initial Period or any Renewal Period for that Contract, on not less than 45 days' prior notice; or

6.3.2 at any time, where such changes reflect a change in third party costs incurred by M2M in connection with the provision of the Services (whether as a result of a change in upstream costs of purchase, costs incurred in complying with changes in Applicable Law or otherwise), on at least one month's notice to the Customer, provided that the Customer may, by giving M2M notice within five Business Days of receiving notification of the proposed change, terminate the Contract with effect immediately prior to the coming into effect of the change in the rates.

6.4 M2M shall invoice the Customer at the times and frequencies specified in the relevant Product Page (which may include pre-paid and post-paid models as specified).

6.5 The Customer shall pay each invoice submitted by M2M by direct debit on the next scheduled monthly collection date after the date of the invoice unless alternative payment arrangements and/or payment terms have been specified in the Order Confirmation. The Customer acknowledges that payment by any method other than direct debit is permitted by agreement with M2M only, and that, save where a non-direct debit payment method has been agreed in the Order Confirmation, M2M shall be entitled to terminate the Contract, or impose the additional surcharge specified in condition 6.6, in the event that the Customer has not implemented direct debit payment as its exclusive method of payment within three months of the Commencement Date.

6.6 If the Customer cancels the direct debit set up for payment of Charges, M2M may impose an administration charge of £35, and a surcharge of £2.50 per month to reflect additional costs in processing non-direct debit payments.

6.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by M2M to the Customer, the Customer shall, on receipt of a valid VAT invoice from M2M, pay to M2M such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time that it makes payment for the supply of the Services.

6.8 If the Customer fails to make a payment due to M2M under the Contract by the due date, then, without limiting M2M's remedies under condition 11 the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this condition 6.8 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.9 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6.10 For any Charges calculated by reference to amounts billed in currencies other than pounds sterling, M2M shall use such exchange rate for purposes of calculating reference amounts in pounds sterling as M2M reasonably adopts from time to time, typically based on the default exchange rate applied by M2M's accounting software, and shall notify the Customer of the exchange rate used on request.

6.11 For any Charges calculated based on usage:

6.11.1 M2M reserves the right to use estimates based on forecasts and historic usage data in the event that actual usage data is unavailable at the time of invoice, provided that any discrepancies between such estimates and actual usage in the relevant period will be reconciled through the next invoicing cycle, once the actual usage data is available;

6.11.2 the Customer shall be liable for excessive traffic-based Charges incurred, including those due to system error/malfunction, fraud or the acts or omissions of third parties, save where the Customer can demonstrate that any such Charges are a result of an error or malfunction in the Equipment or the network for which M2M or its providers is responsible; and

6.11.3 M2M will use reasonable endeavours to monitor the traffic, including (where agreed between the parties) through the provision of pre-agreed alerts and automated suspension of Services, to alter the Customer of circumstances that could trigger additional usage-based Charges, in order to allow the Customer to implement suitable device management processes to mitigate the risk of excessive usage-based Charges.

7. Intellectual property rights

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by M2M or its licensors.

7.2 M2M grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, non-exclusive, royalty-free, non-transferable licence during the term of the Contract to use, for the purpose of receiving and using the Services in its business only, any software or other materials provided by M2M to the Customer for the purpose of receiving and using the Services.

7.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted in condition 7.2.

7.4 The Customer grants M2M a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to M2M for the term of the Contract for the purpose of providing the Services to the Customer.

8. Data protection

8.1 If and to the extent that the provision of the Services requires M2M to process any personal data on behalf of the Customer, the provisions set out in this condition 8 shall govern such processing.

8.2 As between the parties, the Customer shall own all right, title and interest in and to all of the Customer Personal Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Customer Personal Data.

8.3 Both parties shall during the term of any Contract, comply with their respective obligations under the Applicable Data Protection Laws. This condition 8 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Applicable Data Protection Laws.

8.4 The parties acknowledge that:

8.4.1 if M2M processes any Customer Personal Data on the Customer's behalf when performing its obligations under a Contract, the Customer is the controller and M2M is the processor for the purposes of the Applicable Data Protection Laws; and

8.4.2 Schedule 1 (Data Processing Details) sets out the scope, nature and purpose of processing by M2M, the

duration of the processing and the types of personal data and categories of data subject.

8.5 Without prejudice to the generality of condition 8.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Customer Personal Data to M2M for the duration and purposes of the Contract so that M2M may lawfully use, process and transfer the Customer Personal Data in accordance with the terms of the Contract on the Customer's behalf.

8.6 M2M shall, in relation to any Customer Personal Data processed by M2M in connection with the performance of its obligations under a Contract:

8.6.1 process that Customer Personal Data only on the documented written instructions of the Customer unless M2M is required by Applicable Law to otherwise process that Customer Personal Data (Purpose). Where M2M is relying on Applicable Law as the basis for processing Customer Personal Data, M2M shall notify the Customer of this before performing the processing required by the Applicable Law unless those Applicable Law prohibits M2M from so notifying the Customer on important grounds of public interest. M2M shall inform the Customer if, in the opinion M2M, the instructions of the Customer infringe Applicable Data Protection Laws;

8.6.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

8.6.3 ensure that those employees of M2M who have access to, and process Customer Personal Data are obliged to keep it confidential;

8.6.4 assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

8.6.5 notify the Customer without undue delay on becoming aware of a personal data breach;

8.6.6 at the written direction of the Customer, delete or return Customer Personal Data and copies thereof to the Customer on termination or expiry of the Contract unless required by Applicable Law to store the Customer Personal Data; and

8.6.7 maintain complete and accurate records and information to demonstrate its compliance with this condition 8 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of M2M, an instruction infringes the Applicable Data Protection Laws.

8.7 The Customer hereby provides its prior general authorisation for M2M to:

8.7.1 appoint third parties as third-party processors of the Customer Personal Data. M2M confirms that it has or will have entered into an agreement with the third parties on terms which incorporate substantially the same terms to those set out in this condition 8. As between M2M and the Customer, M2M shall remain fully liable for all acts or omissions of any third-party processor appointed by it;

8.7.2 transfer Customer Personal Data outside of the UK as required for the Purpose, provided that M2M shall ensure that all such transfers are effected in accordance with Applicable Data Protection Laws. For these purposes, the Customer shall promptly comply with any reasonable request of M2M, including any request to enter into standard data protection clauses adopted by the EU Commission from time to time (where the EU GDPR applies to the transfer) or adopted by the Information Commissioner from time to time (where the UK GDPR applies to the transfer).

8.8 Either party may, at any time on not less than 30 days' notice, revise this condition 8 by replacing it with

any applicable controller to processor standard agreement or similar terms forming part of an applicable certification scheme.

9. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION.

9.1 The limits and exclusions in this condition 9 reflect the insurance cover M2M has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.

9.2 References to liability in this condition 9 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

9.3 Nothing in this condition 9 shall limit the Customer's payment obligations under the Contract.

9.4 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

9.4.1 death or personal injury caused by negligence;

9.4.2 fraud or fraudulent misrepresentation; and

9.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

9.5 Subject to condition 9.4 (Liabilities which cannot legally be limited), M2M's total liability to the Customer, whether in contract, tort (including negligence) or otherwise, arising out of or in connection with any Contract shall in no circumstances exceed a sum equal to the Charges payable by the Customer in the Contract Year in which the liability arises under that Contract.

9.6 Subject condition 9.4 (Liabilities which cannot legally be limited), M2M shall not be liable to the Customer for any:

9.6.1 loss of profits.

9.6.2 loss of sales or business.

9.6.3 loss of agreements or contracts.

9.6.4 loss of anticipated savings.

9.6.5 loss of use or corruption of software, data or information.

9.6.6 loss of or damage to goodwill; and

9.6.7 indirect or consequential loss.

9.7 M2M has given commitments as to compliance of the Services with relevant specifications in condition 2. In view of these commitments, the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

9.8 Unless the Customer notifies M2M that it intends to make a claim in respect of an event within the notice period, M2M shall have no liability for that event. The notice period for an event shall start on the day on which the Customer became, or ought reasonably to have become, aware of its having grounds to make a claim in respect of the event and shall expire six months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

9.9 This condition 9 shall survive termination of the Contract.

10. Warranties and representations

10.1 Other than as expressly set out in the Contract and to the greatest extent permitted by law, M2M makes no warranties or representations with respect to the Services, or the performance of its obligations under the Contract, and expressly excludes such representations and warranties, whether implied, statutory or otherwise to the maximum extent permitted by law.

10.2 In particular, but without prejudice to the generality of condition 10.1, the Customer acknowledges and accepts that:

10.2.1 M2M does not warrant that the Services will be available error-free, at any particular time or continuously; and

10.2.2 M2M is not responsible for any loss of or disruption to the Services due to failure of any Third Party Provider, including any carrier network, broadband provider or internet service provider, to the maximum extent permitted by law.

10.2.3 M2M does not warrant that the Services are virus-free and secure;

10.2.4 M2M does not warrant that the Services will be compatible with the Customer's computer systems, software and/or hardware.

11. Termination

11.1 Without affecting any other right or remedy available to it, M2M may terminate the Contract at any time:

11.1.1 by giving the Customer three months' written notice; or

11.1.2 in the event that a relevant Third Party Provider withdraws provision of a Service, or the agreement between M2M and the relevant Third Party Provider of a Service expires or is terminated, by giving the Customer as much notice as is reasonably practicable.

11.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.2.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty days of that party being notified in writing to do so;

11.2.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

11.2.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11.3 Without affecting any other right or remedy available to it, M2M may terminate the Contract with immediate effect by giving written notice to the Customer if:

11.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

11.3.2 the Customer's financial position deteriorates to such an extent that in M2M's opinion the other Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or

11.3.3 there is a change of control of the Customer.

11.4 Without affecting any other right or remedy available to it, M2M may suspend the supply of Services under the Contract or any other contract between the Customer and M2M if:

11.4.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or

11.4.2 the Customer becomes subject to any of the events listed in condition 11.2.3 or condition 11.3.2, or M2M reasonably believes that the Customer is about to become subject to any of them; or

11.4.3 M2M reasonably believes that the Customer is about to become subject to any of the events listed in condition 11.2.2; or

11.4.4 M2M is required to do so by any governmental or regulatory authority; or

11.4.5 the Customer's usage of the Services exceeds any limit specified by M2M, or is otherwise contrary to the Acceptable Use Policy; or

11.4.6 where necessary for reasons associated with the security or functionality of the network over which the Services are provided; or

11.4.7 the relevant Third Party Provider suspends provision of a Service.

11.5 If supply of the Services is suspended in accordance with condition 11.4 for more than three months, either Party may give notice in writing to the other to terminate the affected Contract on not less than fifteen Business Days' notice in writing.

11.6 The Customer shall remain obliged to make payment of the Charges during any period in which supply of the Services is suspended in accordance with condition 11.4.

12. Consequences of termination

12.1 On termination or expiry of the Contract:

12.1.1 the Customer shall immediately pay to M2M all of M2M's outstanding unpaid invoices and interest and, in respect of (i) Services supplied but for which no invoice has been submitted, and (ii) where applicable, any Cancellation Fees payable on termination, M2M shall submit an invoice, which shall be payable by the Customer immediately on receipt;

12.1.2 the Customer shall return all of the M2M Materials. If the Customer fails to do so, then M2M may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and

12.1.3 M2M may delete any content or data stored by the Customer using the Services.

12.2 Termination of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.

12.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

13. Disputes

13.1 All disputes arising out of or in connection with this Contract shall first be referred to the parties' respective contract managers who shall discuss and attempt to resolve such dispute as soon as reasonably practicable and, in any event, within three Business Days.

13.2 Where a dispute to be considered by the contract managers in accordance with clause 13.1 is not resolved by them within three Business Days then either party may propose resolution via the Expert Determination Procedure.

13.3 The procedure set out in clauses 13.4 to 13.6 (inclusive) shall apply where a dispute between the parties is to be determined in accordance with this Contract by the Expert Determination Procedure or where both the parties agree that a dispute should be determined by the Expert Determination Procedure.

13.4 Where a dispute is to be determined by the Expert Determination Procedure, the dispute shall be referred to an Expert who shall act as an expert and not an arbitrator (and for the avoidance of doubt the Arbitration Act 1996 shall be excluded in relation to such disputes) who shall decide the matter and whose decision shall be final and binding on the Parties in the absence of fraud or manifest error.

13.5 If no decision is made by the Expert within three months of their appointment then unless agreed otherwise by the Parties the provisions of clause 14.14 shall apply to resolve the dispute.

13.6 The Parties shall each bear their own costs in relation to any reference made to the Expert under this clause 13 and the fees and all other costs of the Expert shall be borne jointly in equal proportion by the parties unless otherwise directed by the Expert.

13.7 Nothing in this clause 13 shall prevent or delay either Party from seeking any interim injunctions, interdicts or orders in connection with any matter under or pursuant to this Contract.

14. General

14.1 Force majeure.

14.2 M2M shall not be deemed to be in breach of any Contract or otherwise liable to the Customer in any manner whatsoever for any failure or delay in performing its obligations under a Contract due to any event beyond its reasonable control (an **Event of Force Majeure**).

14.3 If M2M's performance of its obligations under a Contract is affected by an Event of Force Majeure:

14.3.1 it shall give written notice to the Customer, specifying the nature and extent of the Event of Force Majeure, within five Business Days of becoming aware of the Event of Force Majeure and will at all times use all reasonable endeavours to mitigate the severity of the Event of Force Majeure;

14.3.2 the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and

14.3.3 the Customer shall remain obliged to make payment of the Charges during any period in which supply of the Services is prevented by an Event of Force Majeure.

14.4 If the Event of Force Majeure continues for more than three months, either Party may give notice in writing to the other to terminate the affected Contract. The notice to terminate must specify the termination date, which must not be less than fifteen Business Days after the date on which the notice is given, and once such notice has been validly given, the Contract will terminate on that termination date.

14.5 Assignment and other dealings.

14.5.1 M2M may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract. The Customer will, on M2M's request, enter into a novation agreement with M2M and any Third Party Provider, or a reseller nominated by any Third Party Provider, whereby the Third Party Provider or nominated reseller takes over M2M's rights and obligations under any Contract then in effect.

14.5.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of M2M.

14.6 Confidentiality.

14.6.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by condition 14.6.2.

14.6.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this condition 14.6; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.6.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

14.7 Entire agreement.

14.7.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

14.7.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

14.7.3 Nothing in this condition 14.7 shall limit or exclude any liability for fraud.

14.8 Variation.

14.8.1 M2M may vary the terms of a Contract from time to time on notice to the Customer, provided that, where such changes are likely to cause a material detriment to the Customer, the Customer will be entitled to

terminate the Contract within 30 days of receiving notice of the changes or, if sooner, with effect immediately prior to the coming into effect of the change.

14.8.2 Save as permitted in accordance with condition

14.8.1. no variation of a Contract shall be effective unless it is in writing and is signed by an authorised representative of each party.

14.9 **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

14.10 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part-provision of this Contract deleted under this condition 14.10 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.11 Notices.

14.11.1 Any notice to be given by a Party under or in connection with a Contract shall be in writing in English language and delivered by hand or sent by UK first class post or other next Business Day delivery service to the other Party at the address given in this Contract or as otherwise notified to the other Party in writing from time to time or by email to such email address as the Parties choose and notify to the other Party from time to time.

14.11.2 Any such notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the address or given to the addressee; or
- (b) in the case of pre-paid first class UK post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or
- (c) if sent by email on a Business Day at the time of transmission provided that a non-delivery communication is not received by the sender.

14.11.3 A notice shall have effect from the earlier of its actual or deemed receipt by the addressee. For the purposes of calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur on any day other than a Business Day, deemed receipt is 9.00 am on the next Business Day.

14.11.4 This condition 14.11 does not apply to the service of any proceedings or other documents in any legal action.

14.12 Third party rights.

14.12.1 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract, save only that condition 9 and condition 10 provide rights which may be enforced by M2M's directors, employees, members of staff, agents, subcontractors, licensors, and suppliers.

14.12.2 The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

14.13 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance with the law of England and Wales.

14.14 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

15. Glossary

The following definitions and rules of interpretation apply in these General Conditions.

15.1 Definitions:

Acceptable Use Policy any Acceptable Use Policy in respect of use of the Services made available (and updated) by M2M from time to time at <https://m2mdataconnect.com/>;

Ancillary Contract Documents any ancillary contract documents referred to in the Order Confirmation, General Conditions or the relevant Product Page(s), including any M2M policies relating to usage of the Services and any additional terms or policies of relevant Third Party Providers applicable to use of the Services;

Applicable Data Protection Laws

means:

(a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data;

(b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which M2M is subject, which relates to the protection of personal data;

Applicable Law in respect of the exercise of any right or the performance of any obligation, all statutory and other laws, rules, regulations, instruments, orders and/or provisions in force from time to time that are applicable to such right or obligation – in the case of M2M, an obligation to comply with Applicable Law is satisfied by compliance with such laws as are generally applicable to businesses and to providers of software as a service and communications solutions. Such obligations shall not be construed to create any obligation on M2M (or anyone acting on its behalf) or any part of the Services to comply with any laws or regulations which apply solely to specific commercial or other activities (such as insurance, legal advice or banking or other professional services) or which apply solely to a specific commercial or non-commercial sector (or part thereof) (such as the public, legal, accountancy, actuarial, insurance, banking or financial service sectors);

Business Day a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

Cancellation Fees any cancellation fees payable on early termination of a Contract, as specified in the relevant Product Page or elsewhere in the Contract Terms;

Charges the charges payable by the Customer for the supply of the Services in accordance with condition 6;

Contract each contract between M2M and the Customer for the supply of one or more Services in accordance with these General Conditions;

Contract Start Date has the meaning set out in condition 1.2;

Contract Terms means, in respect of each Contract, the provisions set out in the Order Confirmation, these General Conditions, the relevant Product Page(s), and in any Ancillary Contract Documents;

Contract Year the 12-month period commencing on the Contract Start Date, and each subsequent 12-month period commencing on an anniversary of that date;

Control has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly;

Customer the person or firm who purchases Services from M2M;



Customer-Acquired Equipment any equipment provided by M2M to the Customer, and identified as such in an Order Confirmation, in respect of which title passes to the Customer;

Customer Default has the meaning set out in condition 5.3;

Customer Personal Data any Customer data which constitutes personal data, and which M2M processes in connection with a Contract, in the capacity of a processor on behalf of the Customer;

Equipment means any equipment supplied by M2M to the Customer in connection with the provision of the Services;

EU GDPR the General Data Protection Regulation ((EU) 2016/679);

Expert subject to any relevant provisions of the Contract, such independent expert as is:
(a) agreed between the Parties; or
(b) in the absence of such agreement within 10 Business Days, appointed by the National Computing Centre (or some other British nationally recognised independent centre for expertise in the application of computer technology and/or in the field of finance agreed by the Parties or in default of agreement appointed by the President for the time being of the City of London Law Society);

Expert Determination Procedure the procedure for the determination of a dispute set out in clause 13;

General Conditions these terms and conditions as amended from time to time in accordance with condition 14.8;

Intellectual Property Rights patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world;

M2M Materials has the meaning set out in condition 5.1.5;

Minimum Initial Period has the meaning set out in condition 2.1.1;

Order Confirmation has the meaning set out in 1.2;

Product Page in respect of each Service, the document setting out the description or specification of that Service, and any additional contractual terms applicable in respect of that Service, as published by M2M from time to time;

Renewal Period has the meaning set out in condition 2.1.2;

Service Go-Live Date in respect of any Service, the date notified by M2M to the Customer with effect from which the Customer is entitled to access and use the Service, or, if sooner, the date with effect from which M2M commences performance of the Service;

Services the service or services supplied by M2M to the Customer as identified in the Order Confirmation, and as more fully specified in the relevant Product Page;

Term in respect of any Contract, the period from the Contract Start Date up to the date with effect on which that Contract is terminated in accordance with its terms;

Third Party Policy any policy imposed from time to time by a Third Party Provider on users of the relevant Service;
Third Party Provider has the meaning set out in condition 3.1;

UK GDPR has the meaning given to it in the Data Protection Act 2018.

15.2 Interpretation:

15.2.1 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision:

- (a) is a reference to it as amended, extended or re-enacted from time to time; and
- (b) shall include all subordinate legislation made from time to time under that legislation or legislative provision.

15.2.2 Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

15.2.3 A reference to writing or written includes email.

Schedule 1 - Data Processing Details

1. Subject-matter of processing:

Sending business communications.

2. Duration of the processing:

Until the earlier of final termination or final expiry of the Contract, except as otherwise expressly stated in the Contract Terms.

3. Nature and purpose of the processing:

processing in accordance with the rights and obligations of the parties under the Contract Terms;

processing as reasonably required to provide the Services;
processing as initiated, requested or instructed by the Customer or its authorised users in connection with their use of the Services, in each case in a manner consistent with the Contract Terms; and/or

in relation to each Service, otherwise in accordance with the nature and purpose identified in its Order.

4. Type of Personal Data:

names;
addresses;
email addresses;
mobile numbers; and
such other types of personal data as described in an Order.

5. Categories of Data Subjects:

Customers and/or employees/representatives of the Customer

Agreement on behalf of the customer by:

Please enter your company name, accept the terms, enter your name, and your email address and then sign the agreement.

Company Name:

Accept the terms:

- ☐ I understand and agree that developer kits and are billable from 30 days.
- ☐ I understand that monthly billing will start from the date of this agreement was made.



☐ I understand that if I wish to terminate the agreement early, then I agree to pay the remaining contact up the end of the term plus £9.00 termination fee per sim card.

Signed Date:

X

X

Richard Clayton

Signed By Richard Clayton
Signed On: 20/03/2024

Signature Certificate

Document name: General Conditions for the Provision of Connectivity Services

Unique Document ID: AE0B58E9E203C05E20DAB9E2AE76BC23BBE8FB5B



Timestamp

20/03/2024 8:48 pm BST

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This audit trail report provides a detailed record of the online activity and events recorded for this contract.