

THIS MASTER SERVICES AGREEMENT is made on the date of the later of the two signatures below
BETWEEN

ALLIOT TECHNOLOGIES LIMITED a company incorporated and registered in England and Wales with company number **11104160** whose registered office is at Saville Mill, Savile Street, Huddersfield, HD3 4PG ("**Alliot**"); and **xxxxxxx Limited** a company incorporated and registered in England and Wales with company number **XXXXXXXXXX** whose registered office is at **XXXXXXXXXXXXXXXXXXXXX** Alliot is a supplier of the Services.

- (A) Alliot and the Customer wish to establish a master services agreement which will enable the Customer to obtain the Services from Alliot.

AGREED TERMS

1 Commencement and Status

- 1.1 This agreement shall commence on the date of last signature by the parties and shall continue for an initial term of 12 months, and thereafter for successive periods of 12 months, unless terminated in accordance with its terms.
- 1.2 Capitalised terms used in this agreement shall have the meaning given to them in Schedule 1.

2 Formation of Contracts

- 2.1 Whenever the Customer requests Goods, Services and/or Software, it will place an Order and a Contract will be agreed in accordance with clause 2 of Schedule 1. Each Order must be placed by a duly authorised representative of the Customer. Alliot shall not be under any obligation to provide Goods, Software or Services unless a Contract is entered into.
- 2.2 If there is any inconsistency between the various parts of a Contract, the following order of precedence will apply, where 1 has a higher precedence than 2 and so on: (1) clause 3 of this agreement; (2) the Order; (3) the terms and conditions in Schedule 1; and (4) this agreement (save in relation to clause 3).
- 2.3 Each Contract shall be not be part of this agreement and shall form a separate contract to it.

3 Commercial Terms

The following commercial terms shall apply to this agreement:

Payment terms	N/A
Credit limits	N/A

4 Termination

- 4.1 This agreement may be terminated by the either party at any time by giving no less than 60 days' written notice to the other party.
- 4.2 Termination of this agreement shall not affect or terminate any Contract(s) in existence at the effective date of termination of this agreement unless such Contract(s) also terminates in accordance with its terms.
- 4.3 Any termination of the agreement under this clause 4 is without prejudice to any other rights or remedies a party may be entitled to under the agreement or at law. It does not affect any accrued rights or liabilities of either party nor any provision which is expressly or by implication intended to come into force on, or continue in force after, termination.

5 Confidentiality

- 5.1 For the purpose of this agreement, “**Confidential Information**” means the existence and terms of this agreement; information concerning the business, intellectual property rights, finances, affairs, customer, clients or suppliers of the other party; and any information that is identified as being of a confidential or proprietary nature or that would be regarded as confidential by a reasonable business person.
- 5.2 Each party shall treat as confidential all Confidential Information of the other party and shall not disclose such Confidential Information to any person other than in accordance with this agreement.
- 5.3 Neither party shall use or disclose any Confidential Information of the other party other than to exercise its rights and perform its obligations under this agreement or to make any disclosure that it is required to make by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 5.4 A party’s Confidential Information shall not be deemed to include information that:
 - 5.4.1 is or becomes publicly known other than through any act or omission of the receiving party;
 - 5.4.2 was in the other party’s lawful possession before the disclosure;
 - 5.4.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 5.4.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 5.4.5 the parties agree in writing is not confidential.

6 General

- 6.1 **Variations.** This agreement may only be amended by written agreement between the parties.
- 6.2 **Notices.** Any notice or other document to be served under this agreement must be in writing, and a notice or other document will be effectively served if served in the following ways (and shall be deemed to have been served at the times stated):
 - 6.2.1 by pre-paid recorded delivery post, on the second day after posting;
 - 6.2.2 by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 6.2.2, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt;
 - 6.2.3 by personal delivery, upon actual delivery or upon refusal to accept delivery.

Any notice or other document to be served under the agreement shall be addressed to the recipient’s address stated above or any other address of which the recipient has notified the other party (or alternatively in the case of a company, to the registered office of that company).
- 6.3 **Entire Agreement.** This agreement forms the entire agreement between the parties relating to its subject matter and supersedes all previous contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between Alliot and the Customer, in each case, whether written, arising from custom or oral.
- 6.4 **Assignment.** Alliot may assign, license or subcontract all or any part of its rights or obligations under the agreement without the Customer’s consent. The Customer shall not be entitled to assign, license or subcontract all or any part of its rights or obligations under the agreement without the prior consent of Alliot in writing.

- 6.5 **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under this agreement or by law.
- 6.6 **Third Party Rights.** Nothing in this agreement shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of the agreement under the Contracts (Rights of Third Parties) Act 1999.
- 6.7 **Governing Law and Jurisdiction.** The agreement is governed by and is to be construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

This agreement has been signed on behalf of each party by their duly authorised representatives on the date of the later of the two signatures below.

SIGNATURE PAGE

.....
Authorised to sign for and on behalf of **ALLIOT**
TECHNOLOGIES LIMITED

.....
Date

.....
Authorised to sign for and on behalf of

.....
Date

Schedule 1 – Alliot General Terms and Conditions

1 Definitions and Interpretation

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

"Additional Terms"	means those terms set out in Annex 2 to these Conditions;
"Alliot"	Alliot Technologies Limited registered in England and Wales with company number 11104160;
"Alliot Materials"	has the meaning given in clause 10.2.11;
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
"Commencement Date"	has the meaning given in clause 2.2;
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 21.3;
"Confidential Information"	the existence and terms of the Contract, information concerning the business, intellectual property rights, finances, affairs, customer, clients or suppliers of the other party; and any information that is identified as being of a confidential or proprietary nature or that would be regarded as confidential by a reasonable business person;
"Consignment Goods"	has the meaning given to it in clause 6;
"Contract"	the contract between Alliot and the Customer for the supply of Goods and/or Services in accordance with these Conditions;
"Customer"	the person or firm who purchases the Goods and/or Services from Alliot, either for its own use or on behalf of an End User;
"Customer Default"	has the meaning given in clause 10.3;
"Customer Materials"	has the meaning given to it in clause 10.2.6;
"Data Protection Legislation"	in each case to the extent applicable to the parties and as amended, superseded, replaced or updated from time to time: (a) GDPR; (b) the UK GDPR; (c) the Data Protection Act 2018; (d) the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (e) any other applicable data protection and privacy laws;
"Deliverables"	the deliverables set out in the Order, as supplied by Alliot for the Customer;
"Delivery Location"	has the meaning given in clause 5.1;
"End User"	where the Customer is not to be the user of the Goods and/or Services, a person or entity who places an order for the Goods and/or Services with the Customer, which order is then placed by the Customer with Alliot;

"Force Majeure Event"	has the meaning given to it in clause 20;
"GDPR"	the General Data Protection Regulation ((EU) 2016/679).
"Goods"	the equipment (or any part of it) supplied by Alliot which could include hardware by way of sale or rental and any other equipment, machinery or spares and may also include non-standard or branded goods specifically obtained or prepared by Alliot for the Customer. Software may also be supplied as a Good under the Contract;
"Good Industry Practice"	in respect of a party, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking as that party under the same or similar circumstances;
"Goods Specification"	any specification for the Goods as provided by Alliot, in Alliot's catalogue or on Alliot's website, including any relevant plans or drawings;
"Initial Term"	the minimum term commitment stipulated in the Order;
"Insolvency Event"	the other party: (a) enters liquidation or a winding up petition is presented against the company; (b) has a receiver, liquidator, administrator, trustee, monitor or an individual with a similar role appointed over any of its assets; (c) proposes to make any arrangements with its creditors or passes a resolution to place the company into liquidation; or (d) suffers an event which, under the law of a different country, is equivalent to any of the previously specified acts or events;
"Intellectual Property Rights"	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications 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;
"Order"	the Customer's order for the supply of Goods, Software and/or Services, as set out in the Customer's purchase order form or the Customer's written acceptance of Alliot's quotation, or as made via a self-serve portal, as the case may be;
"Services"	the services, including the Deliverables, supplied by Alliot to the Customer as set out in an Order and as described in a Service Specification, which may include consultancy services and technical support services (including arranging delivery and collection services via third parties);
"Service Specification"	the description or specification for Services provided in writing by Alliot to the Customer;

"Software"	has the meaning given to it in clause 4.1;
"UK GDPR"	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and
"Warranty Period"	has the meaning given to it in clause 7.1.

- 1.2 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal **personality**).
- 1.3 Any reference to the **Customer** in these Conditions shall, where the context so permits and where the Customer is purchasing the Goods and/or Services on behalf of a third party, be deemed to include a reference to the **End User**.
- 1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- 1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.6 A **reference to writing or written** excludes fax but not email.
- 1.7 If there is any conflict between these Conditions and the Additional Terms, those Additional Terms that apply to the relevant Service shall take precedence.

2 Basis of Contract

- 2.1 The Order constitutes an offer by the Customer to purchase Goods or Services or Goods and Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when Alliot issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("**Commencement Date**"). Any Contract is, until the fulfilment of the Order, conditional on Alliot providing confirmation by email to the Customer that the terms stated on the Order of the applicable Contract do not contain any errors or omissions.
- 2.3 Where applicable, the Contract shall continue in force for the Initial Term and shall continue in force until it is otherwise terminated in accordance with its terms.
- 2.4 Any drawings, descriptive matter or advertising issued by Alliot and any descriptions of the Goods, Software or Services contained in Alliot's catalogues or brochures are provided for the sole purpose of giving an approximate idea of the Goods, Software and/or Services so described. They shall not form part of the Contract nor have any contractual force.
- 2.5 These 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 trade, custom, practice or course of dealing.
- 2.6 Any quotation given by Alliot shall not constitute an offer, and, unless otherwise agreed in writing, is only valid for a period of 20 Business Days from its date of issue.
- 2.7 No Order may be cancelled without Alliot's prior written consent. If cancellation is agreed, the Customer shall make payment to Alliot of all costs reasonably incurred by Alliot in fulfilling the Order up until the date of amendment or cancellation.

3 Goods

- 3.1 The Goods are as described in the Goods Specification.
- 3.2 Alliot reserves the right to amend the Goods Specification of the Goods if required by any applicable statutory or regulatory requirement.

- 3.3 If any Goods ordered are stored by Alliot at the Customer's request or after notice has been given that the Goods are ready for despatch the Customer shall reimburse Alliot for all reasonable storage costs and expenses (including any necessary insurance).
- 3.4 Goods leased to the Customer by Alliot or its suppliers shall remain the property of Alliot or its suppliers. The Customer shall comply with the terms of any applicable lease relating to such Goods, as those terms are communicated by Alliot to the Customer from time to time.
- 3.5 The Customer shall, in relation to any Goods leased to the Customer by Alliot or its suppliers:
- 3.5.1 from the date on which such Goods are delivered to the Customer (or an End User) until such Goods are re-delivered to or collected by Alliot, maintain in place with an insurer acceptable to Alliot (acting reasonably) insurance covering the Goods to their full replacement value against all usual risks relating to loss or damage from whatever cause (other than exclusions agreed in writing by Alliot);
 - 3.5.2 not sell, assign, sub-let, pledge or part with possession or control or otherwise deal with the Goods except as authorised in writing by Alliot;
 - 3.5.3 not create any mortgage, charge, lien or other encumbrance on the Goods; and
 - 3.5.4 keep the Goods in good condition and working order (fair wear and tear excepted).
- 3.6 The Customer acknowledges that Alliot does not make any representations or give any warranties as to the suitability of the Goods for the Customer's purposes or for the Customer's use of the Goods by its End Users.

4 Software

- 4.1 Where any software is provided by Alliot to the Customer to enable it to make use of the Services, including any of Alliot's proprietary software or a third party's software ("**Software**"), Alliot grants the Customer a non-exclusive, non-transferable licence to use the Software solely for the purpose of receiving the Services and to copy the Software to the extent required to make back-up copies, provided it complies with the terms of the relevant software licence.
- 4.2 Where Software is supplied and subject to third party licence terms relating to third party software, the Customer shall comply (and ensure that its End Users comply with) such terms including any that are embedded in any click through form or otherwise.
- 4.3 Except where the Customer obtains Alliot's prior written consent or as set out in the Order, the Customer acknowledges and agrees that it shall not:
- 4.3.1 rent, loan, lease, sub-licence, translate, merge, adapt, vary or modify the Software, in whole, or in part; nor
 - 4.3.2 disassemble, decompile, reverse engineer, or create derivative works based on the whole, or any part, of the Software nor attempt to do such things except to the extent that such acts cannot be prohibited by law.
- 4.4 Alliot will do everything possible to optimise the reliability and performance of the Software however, the Software is provided on a 'best-efforts' basis and Alliot bears no liability to the Customer for the failure or unavailability of the Software.
- 4.5 The Customer acknowledges that Alliot does not make any representations or give any warranties as to the suitability of the Software for the Customer's purposes or for the Customer's use of the Software by its End Users.

5 Delivery of Goods

- 5.1 Alliot shall deliver the Goods (or arrange for the Goods to be delivered) to the location set out in the Order or such other location as the parties may agree ("**Delivery Location**") at any time after Alliot notifies the Customer that the Goods are ready. If a courier delivers Goods to the main entrance of the Delivery Location, delivery to a receptionist in such event shall

be deemed to be effective delivery. Unless the Customer arranges its own delivery of the Goods, any costs associated with the delivery (and where appropriate, the export and import of the Goods) shall be invoiced to the Customer. Delivery of Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

- 5.2 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Alliot shall not be liable for any delay in or failure of delivery caused by a Force Majeure Event or the Customer's failure to provide Alliot with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If the Customer changes the delivery address or date or delivery fails for some reason that is not attributable to Alliot and Alliot incurs costs from the carrier, Alliot reserves the right to charge the Customer for such costs.
- 5.3 If the Customer (or the End User, where appropriate) fails to accept delivery of the Goods within 3 Business Days of Alliot notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by Alliot's failure to comply with its obligations under the Contract in respect of the Goods:
 - 5.3.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which Alliot notified the Customer or End User that the Goods were ready; and
 - 5.3.2 Alliot shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 5.4 If after 10 Business Days after Alliot notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Alliot may resell or otherwise dispose of part or all of the Goods and, after deducting any reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 5.5 If a Customer requires Alliot to deliver the Goods in instalments, such instalments shall be invoiced and paid for separately. Each delivery will attract a separate delivery charge and consequently the total separate delivery charges may be in excess of the delivery charge agreed when the order was confirmed. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 5.6 The Customer shall be responsible for inspecting the Goods on arrival and shall notify Alliot immediately if there is any damage, discrepancy or shortage or within 7 days after receipt of notice of despatch in the event of non-arrival. Failure to do so shall constitute acceptance of any such Goods and a waiver of any claim against Alliot.
- 5.7 At Alliot's discretion, Alliot may allow the Customer (or the End User, if different) to return Goods (at the Customer's cost) after delivery, provided they are unused and in pristine, unopened condition. Alliot will levy a restocking fee of 15% of the sales value of such Goods. If restocking is agreed, Alliot will only issue a credit note after the Goods have been returned and checked for damage.

6 Consignment Goods

- 6.1 If agreed between Alliot and a Customer, Alliot shall hold goods on a Customer's behalf (at Alliot's risk) ("**Consignment Goods**").
- 6.2 Alliot shall deliver such quantities of the Consignment Goods as the Customer may request from time to time. The Customer shall be responsible for the individual delivery charges arising in respect of each delivery and any fulfilment costs.
- 6.3 In the event of any loss of or damage to the Consignment Goods whilst in Alliot's possession, the maximum liability of Alliot to the Customer or the End User in all circumstances shall be the replacement cost of the Consignment Goods. If Alliot was not the vendor of such Consignment Goods, the Customer shall provide evidence to Alliot of the cost of the Consignment Goods.

- 6.4 All of these Conditions shall apply where Alliot is the vendor of Goods comprising the Consignment Goods.
- 6.5 Only Conditions 2.2, 2.5, 2.6, 2.7, clause 5 (but not clause 5.7), 8.1, 10.3, 12.4, 12.5, 12.6, 12.7, 12.8, 15, 16, 17.1, 17.2, 17.4, 18, 19, 20 and 21 and applicable definitions in clause 1 (the "**Applicable Conditions**") shall apply where Alliot is not the vendor of any Goods comprising the Consignment Goods.
- 6.6 Any reference to Goods in the Applicable Conditions shall be deemed to be a reference to the Consignment Goods or such part of the Consignment Goods as have been requested by the Customer from time to time.

7 Quality of Goods

- 7.1 Provided that the End User has provided all required facilities for the Goods to operate normally and provided that, where appropriate, software on any hardware is kept up to date, Alliot warrants that on delivery, and for the warranty period provided by individual product manufacturers in respect of particular products (including where any extended manufacturer's warranty is taken by the End User) ("**Warranty Period**"), the Goods shall:
- 7.1.1 conform in all material respects with the Goods Specification;
 - 7.1.2 be free from material defects in design, material and workmanship; and
 - 7.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979),
- and where there is no such manufacturer product warranty, Alliot warrants that the Goods shall be free of defects in workmanship and materials for the period of 12 months after despatch. Where agreed between Alliot and the Customer and upon payment of the relevant sums to Alliot, Alliot may provide additional warranties following the expiry of any manufacturer's warranty.
- 7.2 Subject to clause 7.3 and 7.4, Alliot shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full if:
- 7.2.1 the Customer or the End User gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 7.1;
 - 7.2.2 Alliot is given all requested information and a reasonable opportunity of examining such Goods (in its place of operation, if appropriate); and
 - 7.2.3 the Customer or the End User (if asked to do so by Alliot) returns such Goods to Alliot's place of business at the Customer's cost.
- 7.3 Alliot shall not be liable for the Goods' failure to comply with the warranty in clause 7.1 if:
- 7.3.1 the End User makes any further use of such Goods after giving a notice in accordance with clause 7.2;
 - 7.3.2 the defect arises because the End User failed to follow Alliot's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice, including, but not limited to, if a waterproofed item is installed incorrectly, or if the Customer attempts to repair routers provided by Alliot itself;
 - 7.3.3 the defect arises as a result of Alliot following any design or Goods Specification supplied by the Customer;
 - 7.3.4 the Customer or the End User alters, adds to or repairs (either itself or using a third party) such Goods without the written consent of Alliot;

- 7.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions including, but not limited to, if a non-waterproof item is used outside; or
 - 7.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 7.4 For the avoidance of doubt Alliot shall not be liable to the Customer or any End User for any costs (including any third party costs) incurred by the Customer or an End User in attempting to repair (either itself or using a third party) any Goods that are the subject of the warranty in clause 7.1.
- 7.5 Except as provided in this clause 7, Alliot shall have no liability to the Customer or the End User in respect of the Goods' failure to comply with the warranty set out in clause 7.1.
- 7.6 To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.
- 7.7 These Conditions shall apply to any repaired or replacement Goods supplied by Alliot.

8 Title and Risk

- 8.1 The risk in the Goods shall pass to the Customer on completion of delivery where Alliot has arranged delivery or upon transfer of the Goods to the Customer's delivery agent where the Customer arranges its own delivery.
- 8.2 Save as provided in clause 3.4, title to the Goods shall not pass to the Customer or End User until Alliot receives payment in full (in cash or cleared funds) for (i) the Goods; and (ii) any other goods that Alliot has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 8.3 Until title to the Goods has passed to the Customer, the Customer (or, if different, the End User) shall:
 - 8.3.1 store the Goods separately from all other goods held by the Customer and not interfere with them in any way and so that they remain readily identifiable as Alliot's property;
 - 8.3.2 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Alliot's behalf from the date of delivery;
 - 8.3.3 notify Alliot immediately if it becomes subject to any of the events listed in clause 18.2.2; and
 - 8.3.4 give Alliot such information relating to the Goods as Alliot may require from time to time.
- 8.4 Subject to clause 8.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before Alliot receives payment for the Goods. However, if the Customer resells the Goods before that time:
 - 8.4.1 it does so as principal and not as Alliot's agent; and
 - 8.4.2 title to the Goods shall pass from Alliot to the Customer immediately before the time at which resale by the Customer occurs.
- 8.5 If before title to the Goods passes to the Customer or the End User, the Customer or the End User becomes subject to any of the events listed in clause 18.2.2, then, without limiting any other right or remedy Alliot may have:
 - 8.5.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and

8.5.2 Alliot may at any time:

- 8.5.2.1 require the Customer or, if different, the End User to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- 8.5.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party (including that of the End User) where the Goods are stored in order to recover them.

9 Supply of Services

- 9.1 Alliot shall supply the Services to the Customer or, where appropriate, the End User as set out and for the period specified in the Order and the Services will be provided in accordance with Good Industry Practice. Alliot shall be entitled to subcontract the delivery of the Services.
- 9.2 Alliot shall use all reasonable endeavours to meet any agreed performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 9.3 Alliot reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Alliot shall notify the Customer in any such event.
- 9.4 If it becomes necessary to modify a Service in accordance with clause 9.3, Alliot may, by giving the Customer prior reasonable notice, migrate the Customer to the modified Service or to a suitable alternative Service.
- 9.5 The Customer acknowledges that Alliot does not make any representations or give any warranties as to the suitability of the Services for the Customer's purposes or for the Customer's use of the Services by its End Users.
- 9.6 Alliot agrees to comply with any Customer access and security procedures for a Customer site that Alliot has approved in advance. In addition, the Customer confirms that any person attending a Customer site from Alliot or on behalf of Alliot shall have a safe and suitable working environment.

10 Customer's Obligations

- 10.1 The Customer warrants and undertakes to Alliot that it is entering into the Contract for the purposes of its trade, business and/or profession.
- 10.2 The Customer shall (and, if the Customer is not the End User, the Customer shall ensure that the End User, where appropriate, shall):
 - 10.2.1 comply with the applicable Additional Terms;
 - 10.2.2 ensure that the terms of the Order are complete and accurate;
 - 10.2.3 co-operate in all matters relating to the provision of the Goods and the Services;
 - 10.2.4 provide Alliot, its employees, agents, consultants and subcontractors, with access to the relevant premises and facilities as reasonably required by Alliot to, where appropriate, provide the Services;
 - 10.2.5 obtain all licences, consents and other regulatory approvals that are required to permit the Customer to make use of the Services;
 - 10.2.6 provide Alliot with accurate information and any materials as Alliot may reasonably require to supply the Services ("**Customer Materials**") and ensure that it has all necessary rights, title, interest in and to the Customer Materials, and that it has obtained all consents, licences, permissions and releases necessary to grant Alliot the right to copy, display, distribute, download, transmit and otherwise use the

Customer Materials solely as reasonable required to perform Alliot's obligations under a Contract. The Customer shall be liable in respect of any liability, loss, injury, damage, demand, claim, cost charge or expense which may be incurred or sustained by Alliot by reason of or arising directly or indirectly out of or in respect of any inaccuracy in respect of any Customer Materials, or where the compliance with any Customer Materials by Alliot constitutes the infringement of the Intellectual Property Rights of another person;

- 10.2.7 promptly inform Alliot of any inaccuracy or changes in the Customer Materials and reimburse to Alliot any costs reasonably incurred by Alliot in reliance on such incomplete or inaccurate information;
 - 10.2.8 be solely responsible for the content and security of any data or information which it (or any person on its behalf) sends or receives using the Services;
 - 10.2.9 prepare the premises for the operation of the Goods or the supply of the Services and ensure that its premises and all equipment connected to the Services complies with and is used in accordance with all reasonable procedures notified by Alliot and any applicable legislation;
 - 10.2.10 ensure that all applicable software updates in respect of the Goods are applied without undue delay after release; and
 - 10.2.11 keep all equipment, documents and other property of Alliot (including the Goods where ownership of the Goods is not to pass) ("**Alliot Materials**") in safe custody at its own risk, maintain the Alliot Materials in good condition until (where appropriate) returned to Alliot, and not dispose of or use the Alliot Materials other than in accordance with Alliot's written instructions or authorisation.
- 10.3 Equipment provided or installed by or on behalf of Alliot for use in connection with the Services shall not be used for any purpose other than that for which Alliot provided it. In the event that the Customer, an End User or any other third party attempts to operate or maintain any Alliot-supplied equipment without first obtaining Alliot's consent, the Customer shall indemnify Alliot, in addition to Alliot's other rights and remedies, for any damage incurred, repair and/or replacement (at Alliot's option) necessitated, and service charges relating to the maintenance, inspection, repair or replacement of such equipment. Alliot shall not be responsible for the installation, maintenance, compatibility, or performance of any equipment or software not provided by Alliot. If such equipment or software impairs the Service, the Customer shall remain liable for payment. If such equipment or software causes or is likely to cause a hazard or service obstruction, the Customer shall, immediately upon notice, remedy the situation.
- 10.4 If Alliot'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 (or, in each case, by the End User) to perform any relevant obligation ("**Customer Default**"):
- 10.4.1 without limiting or affecting any other right or remedy available to it, Alliot shall have the right to suspend performance of the Services until the Customer or End User remedies the Customer Default, and the Customer Default shall relieve Alliot from the performance of any of its obligations whilst such Customer Default continues. Where the issue can be remedied by the Customer, Alliot will give the Customer 7 days' notice in which to do so before it suspends the performance of the Services;
 - 10.4.2 Alliot shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Customer Default;
 - 10.4.3 the Customer shall reimburse Alliot on written demand for any costs or losses sustained or incurred by Alliot arising directly or indirectly from the Customer Default; and
 - 10.4.4 any relevant time periods for Alliot shall be extended until the Customer has complied with its responsibilities.

10.5 The Customer shall indemnify, defend and hold harmless Alliot from and against any and all losses, damages, claims, demands, costs and expenses, including reasonable legal fees (including liable for infringement of a third party's Intellectual Property Rights), personal injury, death or property damage caused by or arising from:

10.5.1 the content of any communication transmitted via a Service or maintained in connection with any Goods provided hereunder; or

10.5.2 the acts or omissions of an End User or a third party including their respective employees or representatives, in connection with the Services and/or Goods provided hereunder.

11 Non-solicitation

11.1 The Customer shall not, without the prior written consent of Alliot, at any time from the date of the Contract to the expiry of six months after the termination or expiry of the Contract (or in the case of multiple Contracts the last Contract to be terminated or expire), actively solicit or entice away from Alliot, or actively employ or attempt to employ (save where the relevant person has responded to a general advertisement by the Customer for the relevant job vacancy), any person who is, or has been, engaged as an employee or sub-contractor of Alliot in the provision of the Services to the Customer. Any consent given by Alliot in accordance with this clause 11 shall be subject to the Customer paying to Alliot a sum equivalent to twenty per cent of the then current annual remuneration of Alliot's employee or sub-contractor or, if higher, twenty per cent of the annual remuneration to be paid by the Customer to that employee or sub-contractor.

12 Charges and Payment

12.1 The price for Goods:

12.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in Alliot's published price list as at the date of the Order;

12.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be included in addition in the Order and invoiced to the Customer; and

12.1.3 shall not include any costs associated with taxes or export/import duties where Goods are being sent abroad, all of which shall be arranged and paid for by the Customer or End User.

12.2 The price for Services and the Software shall be as set out in the Order or, if no price is quoted, the price set out in Alliot's published price list as at the date of the Order.

12.3 Alliot reserves the right to:

12.3.1 make a reasonable increase in the charges for the Services and/or the provision of the Software on an annual basis with effect from each anniversary of the Commencement Date;

12.3.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Alliot that is due to:

12.3.2.1 any factor beyond the control of Alliot (including foreign exchange fluctuations, increases in taxes and duties, and increases imposed by its suppliers);

12.3.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or

12.3.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Alliot adequate or accurate information or instructions in respect of the Goods.

- 12.4 In respect of Goods, unless otherwise agreed in advance or there is an authorised credit account, the Customer shall pay for the Goods in advance of delivery. Where credit terms apply and unless otherwise agreed, the Goods shall be paid for within 30 days of despatch. No Goods shall be despatched if any credit limit would be exceeded or if any other invoices for the Customer are overdue. In respect of Services, Alliot shall invoice the Customer on completion of the Services.
- 12.5 The Customer shall pay each invoice submitted by Alliot:
- 12.5.1 unless otherwise agreed in writing, within 30 days of the date of the invoice or in accordance with any credit terms agreed by Alliot;
 - 12.5.2 in the currency set out on the invoice; and
 - 12.5.3 in full and in cleared funds by cheque, direct debit or by bank transfer to a bank account nominated in writing by Alliot by a method acceptable to Alliot.
- 12.6 Unless otherwise stated, 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") and the Customer shall pay to Alliot any VAT as is chargeable.
- 12.7 If the Customer fails to make a payment due to Alliot under the Contract by the due date, then, without limiting Alliot's other remedies (including informing credit reference agencies), 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 clause 12.7 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%.
- 12.8 The Customer may be required to pay a fee of £20.00 per incident for any cancelled, dishonoured or failed direct debits or cheques.
- 12.9 The Customer authorises Alliot to levy a service Charge of three percent (3%) where Alliot is debiting the Customer's credit card account with any outstanding balance.
- 12.10 If any sum owed by the Customer to Alliot under the Contract or any other contract with Alliot is not paid by the due date, Alliot may deduct this sum from any payment or credit due to the Customer under the Contract or any other contract with Alliot.
- 12.11 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding.
- 13 Credit account**
- 13.1 Where the Customer requests a credit limit the Customer:
- 13.1.1 hereby consents to and shall procure that its owners, directors, officers and assigns consent to, Alliot carrying out searches with credit reference agencies relating to the credit worthiness of the Customer and/or its owners, directors, officers and assigns; and
 - 13.1.2 undertakes to supply or procure the supply of all information requested for a credit search with a credit reference agency, who will add to the Customer's records and/or those records of its directors, officers and assigns details of the searches and these will be seen by other organisations that make searches.
- 13.2 If the Customer is approved for a credit limit under clause 13.1, an account for the Customer will be opened and a credit limit (inclusive of VAT) will be notified to the Customer and this credit limit should not be exceeded by the Customer. Alliot reserves the right to suspend the Customer's account and any use of the Services in the event that this credit limit is exceeded at any time. Any increase in the credit limit must be requested in writing and will be subject to approval by Alliot, which may entail further credit checks in accordance with clause 13.1. Alliot does not accept responsibility for the Customer exceeding the credit limit due to any reason. Customers who anticipate exceeding their credit limit should contact Alliot to avoid their Services being suspended.

- 13.3 Credit limits are subject to periodic review at Alliot's discretion. Alliot may require that a deposit be placed in cases where the Customer incurs monthly charges in excess of the credit limit and the Customer authorises Alliot to debit their credit card, where details have been provided, at Alliot's discretion for this excess amount overdue, or for any amount over the credit limit set.

14 Intellectual Property Rights

- 14.1 All Intellectual Property Rights in or arising out of or in connection with the Goods, Services or Software (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by Alliot or Alliot's licensors and nothing in these Conditions shall be construed so as to transfer such ownership.
- 14.2 Alliot grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business.
- 14.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 14.2.
- 14.4 The Customer grants Alliot a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to Alliot for the term of the Contract for the purpose of providing the Goods, Services or Software to the Customer.
- 14.5 The Customer shall indemnify Alliot against all claims, demands, actions, liability, costs and expenses (including reasonable legal fees) arising from any infringement by the Customer or an End User of Alliot's (or its licensors') Intellectual Property Rights.

15 Data Protection

- 15.1 This clause 15 sets out the additional terms, requirements and conditions on which Alliot will process Personal Data when performing its obligations under a Contract.
- 15.2 Each party shall comply with applicable requirements of the Data Protection Legislation. This clause 15 is in addition to and does not replace a party's obligations under the Data Protection Legislation. The terms "controller", "processor", "data subject", "personal data", "personal data breach", "process", "processing" and "third country" have the meanings prescribed in the Data Protection Legislation.
- 15.3 For the purposes of the Data Protection Legislation, the Customer is the controller and Alliot is the processor. Annex 1 to this Schedule 1 sets out the subject matter, nature and purpose of processing by Alliot, the duration of the processing, the types of personal data, categories of data subject and the obligations and rights of the Customer as controller.
- 15.4 Alliot shall:
- 15.4.1 process personal data only on written instructions of the Customer and only to the extent required to fulfil its obligations under a Contract. If Alliot is required by any applicable laws to process personal data it shall, to the extent legally permitted, notify the Customer before doing so;
 - 15.4.2 have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, 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. Alliot shall implement such measures to ensure a level of security appropriate to the risk involved, including as appropriate: (i) the pseudonymisation and encryption of personal data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (iii) the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of security measures;

- 15.4.3 not engage another processor without general written authorisation from the Customer and without ensuring that the same data protection obligations as set out in these Conditions are imposed in a written contract on that other processor and Alliot shall remain fully liable to the Customer for performance of the other processor's obligations. Alliot shall ensure that its agreement with the other processor terminates automatically on termination of a Contract for any reason;
- 15.4.4 ensure that persons who have access to or process personal data are authorised to access personal data only when such persons have a work related need to access the personal data and that they keep the personal data confidential (either under contractual or statutory obligations);
- 15.4.5 ensure that where personal data is transferred outside of the European Economic Area: (i) the personal data is processed in a territory which is subject to a current finding by (in respect of EEA Personal Data) the European Commission or (in respect of UK Personal Data) the UK Government under the Data Protection Legislation that the territory provides adequate protection for the privacy rights of individuals; or (ii) Alliot participates in a valid cross-border transfer mechanism under the Data Protection Legislation so that Alliot (and where appropriate the Customer) can ensure that appropriate safeguards are in place to ensure an adequate level of protection with respect to the privacy rights of individuals as required by Article 46 of GDPR. Such valid cross-border transfer mechanism may consist of EEA Standard Contractual Clauses for the transfer of EEA Personal Data or the UK IDTA or the UK Addendum for the transfer of UK Personal Data or any other approved transfer mechanism from time to time in force; or (iii) the transfer otherwise complies with the Data Protection Legislation;
- 15.4.6 assist the Customer to respond to any request from a data subject;
- 15.4.7 notify the Customer without undue delay if it receives a request from a data subject to exercise any of their rights under the Data Protection Legislation in relation to the personal data processed by Alliot pursuant to a Contract;
- 15.4.8 notify the Customer without undue delay if it becomes aware of any accidental, unauthorised or unlawful processing of the personal data or a personal data breach including the following information: (i) description of the nature of the accidental, unauthorised or unlawful processing and/or personal data breach including where possible the categories and approximate number of the data subjects concerned and the categories of personal data concerned; (ii) a description of the likely cause and to the extent known the likely consequences of the unlawful processing, personal data breach or suspected personal data breach; and (iii) a description of the measures taken or proposed to be taken to address the accidental, unauthorised or unlawful processing and/or personal data breach together with measures to mitigate possible adverse effects;
- 15.4.9 following the occurrence of an event described in clause 15.4.7, cooperate with the Customer;
- 15.4.10 not inform any third party of any personal data breach without first obtaining the Customer's prior written consent, except when required to do so by law;
- 15.4.11 taking into account the nature of Alliot's processing and the information available to Alliot, provide reasonable assistance to the Customer complying with its obligations pursuant to Articles 32 to 36 of GDPR including in relation to data subject rights, data protection impact assessments and reporting to and consulting with supervisory authorities under the Data Protection Legislation and Alliot reserves the right to charge the Customer for such assistance;
- 15.4.12 at the written direction of the Customer, delete or return personal data to the Customer on termination of a Contract unless Alliot is required by law to continue to store the Personal Data;
- 15.4.13 maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Customer or the

Customer's designated auditor no more than once per year, provided that the Customer shall provide reasonable notice of any audit it wishes to carry out; and

15.4.14 immediately inform the Customer if, in its opinion, an instruction from the Customer infringes the Data Protection Legislation.

15.5 If, during the term of a Contract the Data Protection Legislation changes and as a result amendments to these Conditions are necessary to ensure the parties can continue to comply with the Data Protection Legislation, the parties, acting reasonably, will discuss and agree appropriate amendments to these Conditions to achieve that compliance. Each party will bear its own costs in so doing.

16 Confidentiality

16.1 Each party shall treat as confidential all Confidential Information of the other party and shall not disclose such Confidential Information to any person other than in accordance with these Conditions.

16.2 Neither party shall use or disclose any Confidential Information of the other party other than to exercise its rights and perform its obligations under a Contract or to make any disclosure that it is required to make by law, by any court of competent jurisdiction or by any regulatory or administrative body.

16.3 A party's Confidential Information shall not be deemed to include information that:

16.3.1 is or becomes publicly known other than through any act or omission of the receiving party;

16.3.2 was in the other party's lawful possession before the disclosure;

16.3.3 is lawfully disclosed to the receiving party by a third party without restriction on disclosure;

16.3.4 is independently developed by the receiving party, which independent development can be shown by written evidence; or

16.3.5 the parties agree in writing is not confidential.

17 Limitation of Liability

17.1 Nothing in these Conditions shall limit or exclude Alliot's liability for:

17.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;

17.1.2 fraud or fraudulent misrepresentation;

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

17.1.4 breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

17.1.5 defective products under the Consumer Protection Act 1987; or

17.1.6 any liability which cannot legally be limited or excluded.

17.2 Subject to clause 17.1, Alliot shall not be liable to the Customer (or, for the avoidance of doubt, the End User, if different), whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:

17.2.1 loss of profits;

17.2.2 loss of sales or business;

- 17.2.3 loss of anticipated savings;
 - 17.2.4 loss of use or corruption of software or data;
 - 17.2.5 loss of or damage to goodwill; or
 - 17.2.6 any indirect or consequential loss.
- 17.3 Subject to clauses 17.1 and 17.2, Alliot's total liability to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, arising under or in connection with the Contract:
- 17.3.1 in the case of direct physical damage to any tangible property (other than the Goods) to the extent it results from the negligence of Alliot, or of its employees, agents or contractors, shall be limited in respect of any one claim or series of claims arising out of the same event or circumstances, to £1 million; and
 - 17.3.2 in the case of any other claim or series of claims arising out of the same event or circumstances, shall be limited to the amount of the price paid by the Customer for the Goods and Services pursuant to the Contract.
- 17.4 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 17.5 This clause 17 shall survive termination of the Contract.
- 18 Termination**
- 18.1 Without affecting any other right or remedy available to it, Alliot may terminate the Contract by giving the Customer not less than 60 days' written notice.
- 18.2 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:
- 18.2.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
 - 18.2.2 one or more of the following applies to the other party: (a) it is unable to pay its debts; (b) it ceases to trade; or (c) it suffers an Insolvency Event.
- 18.3 Without affecting any other right or remedy available to it, Alliot may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 18.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
 - 18.3.2 there is a change of Control of the Customer.
- 18.4 Without affecting any other right or remedy available to it, Alliot may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Alliot if:
- 18.4.1 Alliot has reasonable grounds to believe that the Customer has not complied with the Contract;
 - 18.4.2 the Customer fails to pay any amount due under the Contract on the due date for payment, the Customer becomes subject to any of the events listed in clause 18.2.2, or Alliot reasonably believes that the Customer is about to become subject to any of them;
 - 18.4.3 any of the information given to Alliot by the Customer is false or misleading; or

- 18.4.4 the Customer consumes a Service in an amount that (as determined by Alliot, acting reasonably) materially exceeds the Customer's credit limit;
- 18.4.5 the Customer fails to pay a deposit within 30 days of a request by Alliot under clause 13.3;
- 18.4.6 any scheduled or emergency maintenance is needed;
- 18.4.7 Alliot needs to substitute, change, reconfigure, relocate or rearrange a Service, as agreed with the Customer; or
- 18.4.8 Alliot receives an order, instruction or request to do so from any government entity, regulator or judicial body.

19 Consequences of Termination

19.1 On termination of the Contract:

- 19.1.1 the Customer shall immediately pay to Alliot all outstanding unpaid invoices and interest and, in respect of Services, Software and Goods supplied but for which no invoice has been submitted, Alliot shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 19.1.2 the Customer shall return all of the Alliot Materials and any Deliverables or Goods which have not been fully paid for. If the Customer fails to do so, then Alliot 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 this Contract;
- 19.1.3 Alliot shall return all of the Customer Materials to the Customer. If Alliot fails to do so, then the Customer may enter Alliot's premises and take possession of them. Until they have been returned, Alliot shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract; and
- 19.1.4 if the Customer made a deposit, Alliot will only return any surplus to the Customer after deduction of all unpaid Charges. Any request for repayment must be made in writing.

19.2 Termination of the Contract shall not affect any rights, remedies, obligations and 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.

19.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

20 Force Majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

21 General

21.1 **Publicity.** The Customer agrees that Alliot shall be entitled to publicise the fact that Alliot has entered into the Contract with the Customer, which shall include but not be limited to Alliot being permitted to refer to the Customer's name in any public announcements.

21.2 **Compliance.** Each party shall comply with the Bribery Act 2010, the Modern Slavery Act 2015 and the Criminal Finances Act 2017 and not do, or omit to do, any act that will cause the

other to be in breach of the Bribery Act 2010, the Modern Slavery Act 2015 or the Criminal Finances Act 2017.

- 21.3 **Variations.** These Conditions and any Contract may only be amended by written agreement between the parties.
- 21.4 **Notices.** Any notice or other document to be served under these Conditions or any Contract must be in writing, and a notice or other document will be effectively served if served in the following ways (and shall be deemed to have been served at the times stated):
- 21.4.1 by pre-paid recorded delivery post, on the second day after posting;
- 21.4.2 by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 21.4.1, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt;
- 21.4.3 by personal delivery, upon actual delivery or upon refusal to accept delivery.
- Any notice or other document to be served under these Conditions or any Contract shall be addressed to the recipient's address stated above or any other address of which the recipient has notified the other party (or alternatively in the case of a company, to the registered office of that company).
- 21.5 **Further Assurance.** Each party shall, at the reasonable request and cost of the other party, do whatever is reasonably required to give the other party the full benefit of all of the provisions of these Conditions.
- 21.6 **Entire Agreement.** The Contract forms the entire agreement between the parties relating to its subject matter and supersedes all previous contracts, arrangements, representations (other than fraudulent misrepresentations) or understandings between Alliot and the Customer, in each case, whether written, arising from custom or oral.
- 21.7 **Assignment.** Alliot may assign, license or subcontract all or any part of its rights or obligations under a Contract without the Customer's consent. The Customer shall not be entitled to assign, license or subcontract all or any part of its rights or obligations under a Contract without the prior consent of Alliot in writing.
- 21.8 **Waiver.** Failure to exercise (or to fully exercise), or any delay in exercising, any right or remedy provided under this agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy under these Conditions or by law.
- 21.9 **Severability.** If any provision of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from these Conditions in so far as these Conditions relate to that jurisdiction and the validity and enforceability of that provision in other jurisdictions and the other provisions of these Conditions shall not be affected or impaired.
- 21.10 **Third Party Rights.** Nothing in these Conditions shall confer, or is intended to confer, on any third party any benefit or the right to enforce any term of these Conditions under the Contracts (Rights of Third Parties) Act 1999.
- 21.11 **Governing Law and Jurisdiction.** These Conditions are and any Contract is governed by and is to be construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Annex 1 - Processing, Personal Data and Data Subjects

1 Subject Matter of Processing

The provision of the Services by Alliot to the Customer.

2 Duration of Processing

The duration of the provision of the Services to the Customer.

3 Nature of Processing

Accessing only.

4 Purpose of Processing

To allow Alliot to perform its obligations under a Contract, to assess any level of credit to extend, and to fulfil an Order.

5 Types of personal data

5.1 Names;

5.2 Email addresses;

5.3 Telephone numbers; and

5.4 Any other Personal Data to which Alliot has access or may be able to view as a result of the provision of Goods, Software and Services to the Customer.

6 Categories of Data Subject

Individuals at the Customer.

7 Obligations and Rights of the Controller

The obligations and rights of the Customer as set out in the Data Protection Legislation and these Conditions.

Annex 2 – Additional Terms

The Additional Terms set out below apply to all Services of the service type that appears at the start of the relevant section.

PART A – ADDITIONAL TERMS THAT APPLY TO CONNECTIVITY SERVICES

1 Application of this Part A

- 1.1 The provisions that follow only apply to Connectivity Services. They do not apply to any other service type except to the extent (if any) to which they are expressly incorporated into the Additional Terms for another service type.

2 Definitions

- 2.1 In addition to the defined terms in the Conditions, in this Part A, the following definitions shall apply:

“Acceptable Use Policy” means Alliot’s acceptable use policy made available to the Customer prior to the Commencement Date at as may be amended by Alliot from time to time;

“Bar” means the act of barring the Customer from making or receiving certain services on the SIM Cards;

“Charges” means the charges payable by the Customer for Connectivity Services as described and at the rates (appropriate to the chosen Tariff) as set out in the Tariff, including without limitation any call charge, access charge, connection charge, minimum charge, value added service charge and/or early termination charge;

“Chip SIM” means a SIM Card that is permanently installed in a device such as by soldering onto a circuit board;

“Connection” means the connection of the SIM Card to the selected tariffs and Systems;

“Connectivity Services” means the provision of airtime, SMS, MMS and/or mobile data, by means of the Systems offered by Alliot;

“Designated Countries” means the countries in which the SIM Cards have been certified for use in accordance with the applicable product safety laws and excludes and Restricted List State;

“Emergency Planning Measures” means the measures that may be taken as a result of Alliot’s obligations under: (i) the General Conditions under section 45 of the Communications Act 2003; (ii) the Civil Contingencies Act 2004; or (ii) any similar law;

“Export Control Laws” has the meaning given to it in paragraph 19.1;

“M2M Platform” means the integrated connection management service offering remote control of data connections and services for machine to machine devices;

“Minimum SIM Term” means the minimum period for which a SIM Card will be charged for Connectivity Services. The period for each SIM Card is set out in the Order, according to the price plan applied;

“Network” means an electronic communications network whether by means of a cellular radio system or any other electronic technology operated by a Network Operator;

“Network Operator” means any company which operates a Network for mobile communication purposes for the provision of the Connectivity Services;

“NRA” means the national regulatory authority for electronic communications or telecommunications services in the relevant country;

"Payment Date" means the date determined by Alliot on which Alliot's invoices fall due for payment;

"Prohibited Material" has the meaning given to it in paragraph 18.2.1;

"Relevant States" has the meaning given to it in paragraph 19.1;

"Restricted List State" has the meaning given to it in paragraph 19.2.3;

"Restricted Party List" has the meaning given to it in paragraph 19.3;

"Roaming" means a service which allows the Customer to use a SIM Card on multiple domestic and/or international Networks;

"Safety Critical Uses" has the meaning given to it in paragraph 11.3;

"Sanctions" has the meaning given to it in paragraph 19.1;

"SIM Card" means a module which contains Customer information and which enables access to the Connectivity Services;

"Systems" means the public telecommunications systems that Alliot makes available to the Customer;

"Tariff" means Alliot's tariff for each of the Connectivity Services which is provided to the Customer by Alliot from time to time and/or used by Alliot to calculate the Charges.

3 Contract formation

- 3.1 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 Changes in Tariff

- 4.1 Any changes to a Customer's existing subscription to another Tariff will be subject to availability of mobile numbers and/or handsets and/or devices and a minimum spend by the Customer. Such changes remain subject to the approval of Alliot, and nothing in this paragraph 4.1 shall be construed as an obligation for Alliot to change the Customer's existing Tariff to another Tariff.

5 Connection to the System and provision of the Connectivity Services

- 5.1 Subject to this Part A, Alliot will use its reasonable endeavours to make the Connectivity Services available to the Customer throughout the term of the Contract.
- 5.2 The Connectivity Services may be used by the Customer to transmit or receive data to and from various destinations including but not limited to databases, web sites and/or networks. Alliot accepts no responsibility for any content that the Customer transmits or receives.
- 5.3 Alliot shall be entitled, at its absolute discretion to transfer the Customer to another Network Operator, provided that the transfer does not result in the Customer incurring any additional costs. Wherever practicable, fourteen (14) days written notice shall be given by Alliot of such changes prior to their being made.
- 5.4 The Customer recognises and acknowledges that the Connectivity Services are not fault free and depend on the availability of the Systems, which may from time to time, by their very nature, be adversely affected by factors outside of Alliot's control, including excessive network traffic, radio interference, physical features, geographical, topographical, or atmospheric conditions and other conditions (including buildings, underpasses and other causes of interference) and that accordingly the Systems may fail or require maintenance without notice.

- 5.5 The Connectivity Services are provided without a Bar on premium rate and international calls made whilst in the UK and overseas unless the Customer has specifically requested that Alliot disables these calls or Alliot elects to disable such calls for its own commercial purposes. If enabled, the Customer should be aware that they will be charged for calls received whilst abroad (including voicemail) and that calls made and received whilst overseas may be charged in 30 or 60 second increments at rates set by the overseas network(s) together with any additional handling and network charges. Premium rate calls can be charged at rates as may be set out in the Tariff for premium rate calls from time to time. Any such calls, text or data are not included in any bundle of inclusive calls, text or data which may form part of the Tariff for the Connectivity Services. Billing delays of up to six months may occur for such charges and may be subject to payment by the Customer of an advance deposit as requested from time to time.
- 5.6 Alliot bears no liability to the Customer whatsoever in connection with any services provided by an overseas network, third party provider or premium rate provider.
- 5.7 The Customer accepts that Roaming relies on networks over which Alliot has no control. Alliot does not offer any guarantee about the availability, quality or prices of Roaming services. Alliot reserves the right to make modifications to the list of Roaming partners for any reason and in line with changes of legal, commercial and/or technical parameters, including, but not limited to, the entering into of new Roaming agreements or the termination of existing Roaming agreements by Network Operators.

6 Network Usage

- 6.1 The Customer agrees to the usage of Network tiers set out below. If the Customer's Network usage does not stay within the percentage thresholds as set out below, with a tolerance of +/- 5%, Alliot may adjust Tariffs to conform with the Customer's actual usage:

Network	Usage split
Vodafone UK/Ireland Networks	97%
Preferred Partners	1%
EU28+2	2%

- 6.2 The Customer acknowledges and agrees that any Network usage that takes place on items that are not part of the contracted tariffs (for example, premium rate SMS or premium rate voice calls, will be charged against the published rates from the specific Network Operator in use at the time of billing.

7 Network Usage Measurement and Billing Increments

- 7.1 The Customer acknowledges and agrees that billed data sessions are measured on a 1KB basis and generally rounded up to the nearest KB. Total volume data invoiced to the Customer will be higher than raw volume data sessions indicated in service operations reports generated by the M2M Platform. Actual invoice will include rounding applied to individual data sessions in the billing process. Data usage is billed on a per KB basis.

8 Charges and payment

- 8.1 Alliot may at any time during the term of the Contract on not less than 14 days' notice to the Customer, change the rates in any Tariff or price list, for any reason including where the change arises due to:
- 8.1.1 a change in the costs to Alliot due to a requirement or direction of OFCOM; and/or
 - 8.1.2 a change in the costs charged to Alliot by its suppliers.

- 8.2 The Customer will pay any agreed initial Charges, the monthly access Charge and any other fixed monthly Charges (each as defined in the applicable Order), on or before the Payment Date.
- 8.3 The Customer shall be invoiced monthly in arrears for any usage based Charges and monthly in advance for any monthly access or other fixed Charges and shall pay the Charges by direct debit within 14 days of the date of the invoice (unless otherwise expressly agreed with Alliot). The acceptance by Alliot of payment by any method other than direct debit may incur a monthly administration fee of £3.00 per Connection. All payments must be received within 14 days of Alliot's invoice date.
- 8.4 The Customer shall pay all Charges (namely usage in excess of any allowances or bundles that may be comprised in the monthly Charge but without rebate for any unused element of such allowances or bundles) including without limitation any of the following: any charges incurred from other networks, virtual networks, premium rate and overseas cellular and network operators (without discount) and any handling charges set out in the Tariff. UK calls are billed per second and rounded up to the nearest penny. In addition, the Network Operators may apply a fixed or minimum call charge, details of which can be found in the tariff terms and conditions on the relevant Network Operator websites.
- 8.5 The Customer shall pay any and all charges relating to any artificially inflated traffic (including, but not limited to, the use of unauthorised gateways or devices that result in disproportionately high levels of voice, SMS or data consumption) regardless of the existence of an "unlimited" voice, SMS or data allowance.

9 Software

- 9.1 Where the Software is being used by the Customer to place orders, bar SIM use, cease SIMs, add bolt-ons or restrict over-use, it is the responsibility of the Customer to check that the required action has been executed. Alliot bears no responsibility for actions not executed by the Software and the date of execution is that given by Alliot. This may not necessarily be the same date that the request is submitted by the Customer.
- 9.2 Usage reports are provided on a 'best-efforts' basis and the timeliness and availability of usage data is not guaranteed. It is the responsibility of the Customer to measure usage themselves and establish alerts outside of the Software to limit their exposure to over-usage, should they so wish.

10 Obligations of the Customer

- 10.1 The Customer acknowledges that the System is operated under license and by agreement with the Network Operators and that the provisions of the said licenses and agreements apply to the use of the Connectivity Services by the Customer. The Customer hereby undertakes:
- 10.1.1 not to use or permit the use of the System for (a) any unlawful, immoral or improper purpose including without limitation the use of unlawful or unauthorised SIM gateways, (b) any purpose not recommended by the SIM Card manufacturer, or (c) any other purpose as notified by the Network Operators or Alliot from time to time;
 - 10.1.2 to comply with any reasonable instructions issued by Alliot relating to the System, the SIM Cards or the Connectivity Service and to use only SIM Cards approved by the Network Operators and the British Approvals Board of Telecommunications;
 - 10.1.3 not to reverse, or permit anyone else to reverse, the charges on any telephone call;
 - 10.1.4 not to act, or omit to act, in any way which may injure or damage any persons, property or the System or cause the quality of the Connectivity Service to be impaired;
 - 10.1.5 not to directly or indirectly be involved, or knowingly, recklessly or negligently permit any other person to be involved, in any fraud, illegal or immoral activity in

connection with the Customer's use of the Connectivity Services and shall notify Alliot immediately upon becoming aware of any such activity;

- 10.1.6 to be responsible for the payment of all agreed additional fees or charges arising from its service requests and/or usage including but not limited to facilities, power, bandwidth and/or network capacity above and beyond the Customer's entitlement as specified in the relevant Order, and any reasonable expenses incurred by Alliot in connection therewith;
 - 10.1.7 to ensure that the Connectivity Services and the SIM Cards are used solely in the Designated Countries and in accordance with applicable law, the terms of the Contract and any other reasonable instructions or conditions notified to the Customer by Alliot (including any given as a result of instructions imposed by the NRA);
 - 10.1.8 not to modify, adapt, alter, translate, or create derivative works from the Connectivity Services or the SIM Cards;
 - 10.1.9 not to merge or use the SIM Cards with any other hardware, software, products or services other than as expressly agreed by Alliot;
 - 10.1.10 not to sublicense, lease, rent, loan, disclose or otherwise transfer the SIM Cards to any third party;
 - 10.1.11 not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the SIM Cards or any software running on the SIM Cards;
 - 10.1.12 not to publish any results of any benchmark or performance tests of the SIM Cards, the Connectivity Services, or component thereof;
 - 10.1.13 not use the SIM Cards for any purpose other than for the Connectivity Services and specific applications as agreed in writing by Alliot;
 - 10.1.14 not wilfully or negligently use or permit the use of the SIM Cards, so as to cause the operation of a Network or the quality of the Connectivity Services to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system; or
 - 10.1.15 otherwise use or copy or allow use of the SIM Cards except as expressly allowed under the Contract.
- 10.2 Portability and migration requests of mobile numbers made do not relieve the Customer from any contractual obligations to pay any of the Charges (including without limitation any early termination charges) due under the Contract.

11 SIM Cards

- 11.1 For SIM Cards that are supplied by Alliot:
- 11.1.1 title to SIM Cards shall remain with Alliot or the Network Operator at all times and in no event shall pass to the Customer;
 - 11.1.2 Alliot does not manufacture the SIM Cards. Alliot does not give any warranties in relation to the SIM Cards but Alliot shall, to the extent reasonably possible, pass to the Customer the benefit of any warranty given to Alliot by the relevant SIM Card vendor; and
 - 11.1.3 the Customer accepts that SIM Cards have a limited life span and may need to be replaced by the Customer from time to time. Alliot does not guarantee the lifespan of SIM Cards.
- 11.2 Alliot is not obliged to connect to the Network any SIM Card that was not purchased from Alliot.

- 11.3 The SIM Cards are not specifically designed for use in any safety critical application or environment where failure of the SIM Card could result in the death or injury of any person, including without limitation medical, aeronautic or aerospace, transportation and energy generation or transmission applications or environments (together "**Safety Critical Uses**"). The Customer's use of the SIM Cards for Safety Critical Uses shall be at the Customer's sole risk, even if Alliot is aware of or has been informed in writing of such usage. The Customer shall be solely responsible for all regulatory, safety and security related requirements for Safety Critical Uses. The Customer shall indemnify Alliot against all claims, demands, actions, liability, costs and expenses (including reasonable legal fees) arising from such Safety Critical Uses.
- 11.4 The Customer must not transfer any SIM Card (or the Connectivity Services for that SIM Card) to any third party (other than End Users) including by way of sublicence, lease, rent or loan. The Customer shall take adequate precautions to prevent damage to or unauthorised use or theft of the SIM Cards and inform Alliot immediately if a SIM Card is lost, stolen, damaged, destroyed or is being used (or is reasonably likely to be used) in an unauthorized manner. The Customer will remain liable for all charges incurred (including unauthorised charges) until the matter is reported to Alliot and the Connectivity Services for that SIM Card have been suspended. The terms of the Contract for any affected SIM Card, including the Minimum SIM Term, will remain in place.
- 11.5 If the SIM Card was originally supplied by Alliot then (other than for Chip SIMs) Alliot will supply a replacement Sim Card. Alliot may charge the Customer for re-activating and/or charge a reasonable fee for the replacement of the SIM Card. If a replacement SIM Card is not required then normal cancellation charges will be applied in accordance with the terms of the Contract. If a Customer device containing a Chip SIM is lost, stolen, damaged or destroyed then Alliot will use reasonable endeavours to transfer the Connectivity Services related to that Chip SIM to another of the Customer's Chip SIMs.
- 11.6 Alliot reserves the right to send updates or upgrades to the SIM Cards by any means (such updates may be required for functionality, for intellectual property issues, or to comply with national regulations). Notwithstanding any transfer of possession in the SIM Cards, the Customer consents, and shall obtain the consent of End Users, to the upgrade by Alliot of the SIM Cards from time to time. For any SIM Cards that are not upgraded in accordance with this paragraph 11.6, Alliot retains the right at all times to suspend or deactivate these SIM Cards, and accepts no liability for any consequences of such suspension.
- 11.7 All SIM Cards supplied to the Customer shall be returned to Alliot upon termination of the Contract. Failure to return any SIM Card may incur a Charge of £30 for each card.

12 Numbers

- 12.1 Alliot may allocate telephone numbers (which shall include IMSI ranges) to the Customer. Alliot shall be entitled to reallocate or change such numbers as a result of changes in applicable law or instructions from the NRA. In such event, Alliot shall use all reasonable efforts to minimise any disruption to the Customer. Where the Customer or End User has failed to comply with the Contract, Alliot shall be entitled to withdraw any numbers that have been allocated as a result of such failure.
- 12.2 The Customer acknowledge that it has no proprietary rights in the telephone numbers (which shall include IMSI ranges) allocated to the Customer or the End User.

13 Termination and suspension of the Connectivity Services

- 13.1 Alliot shall be entitled to suspend the Connectivity Services without liability upon the occurrence of any of the following events:
- 13.1.1 if the Customer does, or allows to be done, anything which in the Network Operator's or Alliot's reasonable opinion may have the effect of jeopardising the operation of the Connectivity Service;
 - 13.1.2 if the Customer permits the use of the Connectivity Service or uses the Connectivity Service for illegal purposes including the use of illegal or unauthorised gateways (or the Network Operator or the Company believes the same);

- 13.1.3 if, in Alliot's or the Network Operator's absolute discretion, the Charges incurred in any given period show unreasonable, low or excessive usage of Connectivity Services or unusual patterns;
 - 13.1.4 if Alliot is unable, for whatever reason, to provide the Connectivity Service or if Alliot is required to terminate the Contract by a competent administrative or regulatory authority (including without limit OFCOM) and/or Network Operator;
 - 13.1.5 if the Customer exceeds the Tariff;
 - 13.1.6 if the Customer fails to pay an undisputed invoice in full within 30 days of the invoice date;
 - 13.1.7 if the Customer breaches any term of the Acceptable Use Policy, or permits or tolerates such breach, and such breach is not remedied within 30 days;
 - 13.1.8 for the purposes of upgrade, modification or maintenance, or to deal with emergencies, technical failures or security incidents (including in relation to the Network). Alliot will use reasonable endeavours to keep Connectivity Service disruption to a minimum. In the event of prolonged or persistent disruption, and where reasonably possible to do so, Alliot will transfer the Customer to another Network;
 - 13.1.9 if a Network Operator suspends the relevant part of its services to Alliot;
 - 13.1.10 due to Emergency Planning Measures;
 - 13.1.11 if the provision or continuation of the Connectivity Services or delivery of the SIM Cards would be in breach of applicable law; or
 - 13.1.12 where the Customer has been unable to procure consent to an upgrade in accordance with paragraph 11.6 within 30 days of receipt of written request from Alliot.
- 13.2 After disconnection, suspension or Barring of the SIM Cards from the System and/or consequent upon the termination of the Contract, the Customer shall pay on demand all Charges outstanding at the time of disconnection, suspension or Barring including any reasonable disconnection or Barring fee that Alliot may wish to charge in its sole discretion. Should Alliot elect to disconnect and/or reconnect the SIM Cards from or to the System, Alliot may, in its absolute discretion, charge a reasonable unbarring fee per SIM Card for such barring or unbarring.
- 13.3 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).
- 13.4 Termination, porting, or migration of mobile numbers may be subject to a reasonable charge.
- 13.5 Subject to clause 17 of the Conditions, if the Customer is unable to use all of the Connectivity Services for a continuous period of more than three days due to any technical failure (including power cuts, improvement, modification or maintenance of the Connectivity Service or the Systems) and if the Network Operator offers this to Alliot, on application the Customer may receive a credit against their account for their line rental which will represent that part of the line rental for the period of non-availability.

14 Call monitoring

- 14.1 The Customer agrees that Alliot may monitor and record calls made to or by Alliot by or to the Customer (and/or any of their employees or personnel), for training purposes, to improve the quality of its customer services and to assist with complaint handling. The Customer undertakes to make its employees and personnel aware of the rights reserved by Alliot under this paragraph.

15 Fraud and security

- 15.1 The Customer must ensure that user names, passwords and/or PINs used by it and/or its personnel and/or users in connection with the SIM Cards and/or Connectivity Services are kept confidential and are only used by authorised users. The Customer will inform Alliot immediately if the Customer knows or suspects (or ought reasonably to know or suspect) that a user name, password or PIN has been disclosed to an unauthorised user or is being used in an unauthorised way. The Customer will not change or attempt to change a user name without Alliot's written consent.
- 15.2 Alliot reserves the right (at Alliot's sole discretion):
- 15.2.1 to suspend user names and password access to the Connectivity Services if at any time Alliot thinks that there has been or is likely to be a breach of security; and
 - 15.2.2 to ask the Customer to (in which case, the Customer shall) change any or all of the passwords the Customer's uses in connection with the Connectivity Services.
- 15.3 The Customer accepts and acknowledges that the Connectivity Services are not guaranteed to be secure and Alliot does not guarantee the prevention or detection of any unauthorised attempts to access the Connectivity Services. The Customer accepts that there is a risk that its communications may be lawfully or unlawfully intercepted, or hacked or accessed by those other than the intended recipient. It is the Customer's responsibility to take such precautions as it considers appropriate for itself and End Users to protect data from data breaches, cyber-attacks, fraud, viruses and other interference and interception of its communications.
- 15.4 The Customer acknowledges that Alliot has no control of a Customer's equipment configuration, voice mail security or other feature services enabled.
- 15.5 Alliot shall not be responsible for Charges or other charges resulting from fraudulent and/or unauthorised use of the SIM Cards or Connectivity Services by the Customer or any third parties (who are not employees of Alliot) and the Customer agrees to pay all additional charges related to such fraudulent and/or unauthorised use. The Customer is therefore urged to verify with their equipment provider that all necessary steps to combat fraudulent and/or unauthorised use have been taken.
- 15.6 Any assistance given by Alliot in relation to fraudulent and/or authorised use by the Customer or third parties (or the prevention of such use) will be on an endeavours basis only and no liability can be accepted by Alliot for any loss sustained by the Customer via fraudulent and/or unauthorised means that are beyond Alliot's reasonable control (save for any fraud and/or authorised use by an employee of Alliot acting in that capacity).

16 Inspection and maintenance

- 16.1 Where it is necessary for Alliot or its suppliers to effect installation and/or maintenance of a Service, SIM Cards or Goods at the Customer's site, the Customer shall provide full access to such site and to its personnel, and any technical help reasonably required by Alliot or its suppliers for the installation and maintenance of the Service, Equipment or Goods.
- 16.2 The Customer shall use any Alliot or supplier Equipment and associated software in strict accordance with any instructions or software licence communicated or made available by Alliot or its suppliers from time to time, and Alliot and its suppliers will not be liable for any repairs whatsoever or howsoever arising other than as a result of normal and proper use in accordance with those instructions and software licences.

17 Insurance

- 17.1 The Customer shall be responsible for insuring any Alliot and/or supplier Equipment on the Customer's site against loss or damage from all risks, such insurance to be for an amount equal to the full replacement value of the Equipment.
- 17.2 The Customer shall be responsible for insuring itself against all loss of or damage/corruption to data. In no event will Alliot or its suppliers be liable for loss or damage/corruption to any data stored/transmitted on/using the Service or any Equipment or Goods.

18 Improper use

- 18.1 Any network and/or Service supplied by Alliot or its suppliers may only be used by the Customer for lawful purposes, and the Customer agrees to be bound by the Acceptable Use Policy in relation to the use of the Service and any network.
- 18.2 The Customer shall not (and shall not authorise or permit any other party to):
- 18.2.1 use the Service or any network supplied by Alliot or its suppliers for the transmission of any information, data or other material which is in violation of any law or regulation, or which is defamatory, menacing, obscene, in breach of any third party Intellectual Property Right or in breach of trade secrets ("**Prohibited Material**");
 - 18.2.2 use the Service or any network supplied by Alliot or its suppliers for the transmission of any material that contains software viruses or any other computer code, files or programs designed or intended to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
 - 18.2.3 use the Service or any network supplied by Alliot or its suppliers for mail-bombing or spamming (i.e., the act of sending a large number of unsolicited email messages within a short period of time to one or more individual email accounts) or sending one unsolicited email message to ten or more individual email users, where the message could reasonably be expected to cause complaints from some of the recipients;
 - 18.2.4 attempt to gain unauthorised access to any account or computer resource not belonging to the Customer, or attempt the authorised accessing, altering, interfering with, or destruction of any network, system, equipment or information by any means or device;
 - 18.2.5 use the Connectivity Services and/or SIM Cards in any way which impairs or damages the Networks or the provision of the Connectivity Services in a way that would interfere with other users' use of the Networks or of the M2M Platform;
 - 18.2.6 use the Connectivity Services and/or SIM Cards in a way which involves SIM Cards being included in (fixed) GSM adapters unless expressly approved by Alliot; or
 - 18.2.7 use the Connectivity Services and/or SIM Cards fraudulently or illegally or in violation of the Contract.
- 18.3 Any breach of this paragraph 18 shall be deemed to be a material breach of the Contract and shall entitle Alliot to terminate the Contract forthwith and for this purpose it shall be irrelevant whether the Customer is aware of the content of any information, data or material so transmitted or not. Alliot may suspend the Service without notice with immediate effect if in Alliot's reasonable opinion the Customer is in breach of this paragraph 18.
- 18.4 The Customer acknowledges that Alliot and its suppliers are unable to exercise control over the content of the information, data and other material passing over any network and/or connections supplied by Alliot or its suppliers, and/or the Service, and Alliot and its suppliers hereby exclude all liability of any kind for the transmission or reception of Prohibited Material of whatever nature.
- 18.5 The Customer hereby agrees to indemnify and hold Alliot and its suppliers harmless from and against any claim brought by a third party resulting from the use of any network and/or line supplied by Alliot or its suppliers, and/or the Service by the Customer, including but not limited to infringement of any Intellectual Property Rights, and breach of any legislation or regulation, or otherwise arising out of or in connection with any Prohibited Material. The Customer shall pay all costs, damages, awards, fees (including reasonable legal fees) and judgements awarded against Alliot and/or its suppliers arising from such claims, and shall provide Alliot and/or its suppliers with prompt notice of such claims, full authority to defend, compromise or settle such claims and all reasonable information, assistance and cooperation necessary to defend such claims, at the Customer's sole expense. Such actions will be taken in consultation with the Customer.

19 Sanctions and Export Controls

- 19.1 **Compliance:** The Customer shall, in relation to the Contract comply with all export control laws and regulations ("**Export Control Laws**") and all economic, trade and financial sanctions laws, regulations, embargoes or restrictive measures administered ("**Sanctions**"); in both cases in the European Union, the United States of America and any other countries which are applicable to the Customer ("**Relevant States**").
- 19.2 **Obligations:** The Customer shall, in relation to the Contract:
- 19.2.1 not knowingly do anything which may cause Alliot to breach any Export Control Laws or Sanctions;
 - 19.2.2 provide such assistance, documentation and information to Alliot as Alliot reasonably requires in order to comply with this paragraph 19.2.2;
 - 19.2.3 not carry out activities in (at time of publication) Cuba, Iran, North Korea, Sudan and Syria and such other countries as from time to time appear on restricted lists published by the Relevant States ("**Restricted List State**");
 - 19.2.4 keep Alliot apprised at all times of the loss, suspension or invalidation of any relevant licence, authorisation, approval or export control privileges including by being placed on a Restricted Party List; and
 - 19.2.5 keep Alliot apprised at all times (as soon as reasonably practicable in the given circumstances) of any actual or potential breaches of its obligations in relation to Export Control Laws and Sanctions or of it becoming aware that any relevant authority has initiated or will initiate any investigation or proceedings against Alliot relating to an actual or potential breach of any Export Control Laws or Sanctions.
- 19.3 **Restricted Party List:** The Customer shall not sub-contract or assign the benefit of the Connectivity Services or re-export, re-sell or otherwise transfer any SIM Cards to any entity based in a Restricted List State or individuals or companies that are published by a Relevant State ("**Restricted Party List**").
- 19.4 **Right to terminate:** Without limiting its other rights or remedies, Alliot shall be entitled to terminate the Contract on written notice to the Customer with immediate effect, without liability and without obligation to provide any further Connectivity Services or SIM Cards to the Customer only to the extent that in respect of the Contract:
- 19.4.1 the Customer breaches its obligations under this paragraph 19; or
 - 19.4.2 continuing to provide the Connectivity Services and the SIM Cards would cause Alliot to be in breach of Export Control Laws or Sanctions.

20 Relationship between Vodafone and the Customer

- 20.1 To the extent Alliot uses Vodafone Limited ("**Vodafone**") in the supply of Connectivity Services to the Customer, the Customer acknowledges that:
- 20.1.1 Vodafone is not providing the Connectivity Services directly to the Customer or End Users;
 - 20.1.2 Alliot (and not Vodafone) will provide the Connectivity Services and support for the Connectivity Services in accordance with Part A of this Annex 2;
 - 20.1.3 it consents to Vodafone processing (as defined in the Data Protection Legislation) such information about the Customer as is necessary to allow Alliot to perform the Connectivity Services;
 - 20.1.4 Vodafone does not provide any warranties in relation to the Connectivity Services and excludes any liability by Vodafone or its group of any damages, whether direct, indirect or consequential, arising from the sale or use of the Connectivity Services.

PART B – ADDITIONAL TERMS THAT APPLY TO LoRaWAN NETWORK SERVICES

1 Application of this Part B

- 1.1 The provisions that follow only apply to LoRaWAN Network Services. They do not apply to any other service type except to the extent (if any) to which they are expressly incorporated into the Additional Terms for another service type.

2 Definitions

- 2.1 In addition to the defined terms in the Conditions, in this Part B, the following definitions shall apply:

“**Granted Countries**” has the meaning given to it in paragraph 7.1;

“**LoRaWAN Network Services**” means the provision of the LoRaWAN Network Server, software products, program updates and any ancillary services thereto including technical support, education, outsourcing, consulting or other services that the Customer has ordered;

“**LoRaWAN Network Charges**” means the fees payable by the Customer for receipt of the LoRaWAN Network Services, including any applicable fees in relation to the installation of the LoRaWAN Network Server and any software licence fees, as agreed between the Customer and Alliot in the Order;

“**LoRaWAN Network Server**” means the LoRaWAN network server platform;

“**Third Party Terms**” means the terms and conditions of certain of Alliot’s suppliers that the Customer must comply with in order to receive the LoRaWAN Network Services including any that are embedded in any click through form or otherwise.

3 LoRaWAN Network Server

- 3.1 Alliot will supply the LoRaWAN Network Server to the Customer in accordance with the Contract.
- 3.2 The LoRaWAN Network Server shall provide functionalities compliant to the LoRaWAN specification prepared by LoRa Alliance which can be found here: www.lora-alliance.org.
- 3.3 Alliot grants to the Customer the right to use the LoRaWAN Network Server and all its functionalities.

4 Pricing and payment

- 4.1 In consideration of the LoRaWAN Network Services, the Customer shall pay to Alliot the LoRaWAN Network Charges in the amounts and frequency set out in the Order.

5 Ownership and restrictions

- 5.1 Alliot or its suppliers shall retain all Intellectual Property Rights in the Software and anything developed by Alliot or its suppliers and delivered to the Customer or resulting from the LoRaWAN Network Services. All rights to the Software that are not expressly granted by the Contract are reserved to Alliot or its suppliers.
- 5.2 The Customer may not:
- 5.2.1 remove or modify any Software markings or any notice of Alliot’s or its suppliers’ proprietary rights;
 - 5.2.2 make the Software or materials resulting from the LoRaWAN Network Services available in any manner to any third party for use in the third party’s business operations, unless such access is expressly permitted for the specific Software licence the Customer has acquired;
 - 5.2.3 cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Software; or

- 5.2.4 disclose results of any Software benchmark tests without Alliot's prior written consent.
- 5.3 The Customer will enable Alliot or its suppliers to audit the Customer's usage of the programs according to the conditions of the Contract.

6 Warranties, disclaimers and exclusive remedies

- 6.1 Alliot warrants that the Software licensed to the Customer will operate in all material respects as described in the applicable Software documentation. The Customer must notify Alliot of any Software warranty deficiency within one year after delivery. Alliot also warrants that the LoRaWAN Network Services ordered will be provided in a professional manner consistent with industry standards. The Customer must notify Alliot of any LoRaWAN Network Services warranty deficiencies within 90 days from performance of the LoRaWAN Network Services.
- 6.2 Alliot does not guarantee that the Software will perform error-free or uninterrupted or that Alliot will correct all Software errors.
- 6.3 For any breach of the above warranties, the Customer's exclusive remedy, and Alliot's entire liability, shall be the correction of Software errors that cause breach of the warranty, or if Alliot cannot substantially correct such breach in a commercially reasonable manner, the Customer may end the Customer's Software licence.
- 6.4 The warranty in paragraph 6.1 shall not apply if the Software:
 - 6.4.1 has been altered, except by Alliot or its suppliers; or
 - 6.4.2 has not been installed, operated, repaired or maintained in accordance with instructions supplied by Alliot or its suppliers.
- 6.5 The warranty in paragraph 6.1 shall not apply to:
 - 6.5.1 any beta software;
 - 6.5.2 any software made available for testing or demonstration purposes;
 - 6.5.3 temporary software modules; or
 - 6.5.4 any software for which Alliot does not receive a license fee,all such software products being provided "as is" without any warranty whatsoever.

7 Geographic restrictions

- 7.1 The licence granted pursuant to the Contract is granted solely in the UK and Ireland ("**Granted Countries**").
- 7.2 The Customer may only connect gateways that are fully in the Customer's ownership, or ownership of the End Users, are physically located in the Granted Countries and are connected from a network in the Granted Countries. The Customer will on request supply truthful information about the number of connected gateways.
- 7.3 Connected gateways shall be physically located in the Granted Countries per region, with the exception of 15 gateways allowed to be connected per non-licensed countries. All other gateways shall be connected to a network server licensed in the Granted Countries.
- 7.4 Notwithstanding this paragraph 7, the Customer can offer closed networks outside the Granted Countries with no gateway restrictions only to companies with a strong relation to the Granted Countries and are registered with Companies House and/or The Companies Registration Office.

8 Software updates

- 8.1 Standard updates to the Software will be provided for the duration of the Contract.

9 Third Party Terms

- 9.1 Without prejudice to clause 4.2 of Schedule 1, the Customer acknowledges and agrees that it shall comply with any applicable Third Party Terms in order to receive the LoRaWAN Network Services.