



## **GRIDTEQ Limited M2M Terms and Conditions**

GRIDTEQ is a provider of managed communications services including mobile products, networked IT services, local, national and international telecommunications services, and broadband, M2M Services and internet products and services. By taking the M2M Service(s) you agree to the following Terms and Conditions and that they set out the basis upon which GRIDTEQ will provide the M2M Services to you the Customer.

### **1. DEFINITIONS AND INTERPRETATIONS**

1.1 The Order Form and Supplementary Order Form(s) form part of this Contract and are contractually binding on the parties..

1.2 In this Contract the following expressions have the following meanings, unless the context requires otherwise:-

<b>"Billing Period"</b>	Means any period in respect of which we bill you from time to time for your use of any of the Services provided to you
<b>"Charges"</b>	Means our published list of prices as amended from time to time applicable both to our Services in general and your particular Tariff Plan available from Customer Services
<b>"Commencement Date"</b>	Means the date upon which our supply to you of any Service commences
<b>"Conditions" &amp; "Terms and Conditions"</b>	Means these terms and conditions as amended by us from time to time in accordance with clause 18.3
<b>"Confidential Information"</b>	Means any information marked confidential or information that the author would not wish to be disclosed to customers, suppliers or to be publicly available
<b>"Contract"</b>	Means the contract between you and us to pay for and receive the Service set out in these Conditions and the Order (together with such changes and/or other terms as may be notified to you from time to time) and your current Tariff Plan as amended from time to time
<b>"Credit Limit"</b>	Means any credit limit, which is applied to your account either when you apply for any Service or at any time thereafter at GridTEQ's sole discretion
<b>"Customer Representative"</b>	Means the person or persons named under Customer Representative on the Order Form
<b>"Customer Service Profile (CSP)"</b>	Means a defined SIM service profile within the Vodafone M2M network
<b>"Customer Services"</b>	Means the customer services facility provided by us for you to report any faults with any Service or make general or account enquiries via 0844 811 0844 (or such other number as may be advised to you by us from time to time) or by email. Customer Services help-line facilities are available in respect of the M2M

	Service between the hours of 9am to 5pm Monday to Friday. Calls to Customer Services may be monitored
<b>"Customer"</b>	Means any customer who enters a Contract
<b>"Customers Logo"</b>	Means the trading Logo of the Customer
<b>"Delivery Address"</b>	Means the Delivery Address as detailed in the Order form
<b>"Directors Guarantee Provision"</b>	Means a personal guarantee given by a Director of the Customer to GRIDTEQ
<b>"Equipment"</b>	Means any equipment, electronic portal or service provided to the Customer for the performance of the Services
<b>"Good Industry Practice"</b>	Means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
<b>"GRIDTEQ PORTAL"</b>	Means the electronic portal allowing the Customer access to control of some or all of the Services
<b>"GRIDTEQ Representative"</b>	Means the person or persons named under GRIDTEQ Representative on the Order form or other such person or Subcontractor notified by GRIDTEQ to the Customer from time to time
<b>"Initial Term"</b>	Means the time outlined in the Order Form which begins on the Commencement Date
<b>"Installation Date"</b>	Means the date when the Service(s) are activated and ready for use
<b>"M2M Service(s) or "Service(s)"</b>	Means the M2M and related services to be supplied by GRIDTEQ to the Customer under the Conditions of this Contract
<b>"Minimum Period"</b>	Means the minimum period that applies to your Contract, which will depend on the Tariff Plan you select at the time you place your Order as outlined on your Order Form
<b>"Minimum Spend"</b>	Means the sum exclusive of VAT set out in the Order Form that the Customer shall spend with GRIDTEQ for the M2M Service
<b>"Network"</b>	Means as the context requires either the public switched telecommunications, internet protocol packet Network and/or a wireless telegraphy link by means of a cellular radio system operated by a Network Operator
<b>"Order"</b>	Means any order that you submit to us for any of the Services
<b>"Premises" or "Site"</b>	Means the UK premises where we agree we shall initially provide you with the M2M Sims
<b>"Representatives"</b>	Means a person or company acting on behalf of either GRIDTEQ or the Customer
<b>"Service Level Commitment"</b>	Shall have the meaning given to it in the Order Form or clause 16
<b>"Supplementary"</b>	An additional Order form for use for an existing Customer to take additional

<b>Order Form"</b>	Services
<b>"Tariff Plan"</b>	Means the monthly Tariff (that may include some elements which are not chargeable) which you select for the Services at the time you place your Order and which you may change from time to time by agreement with us and where we agree, such change to take effect at the start of your next Billing Period
<b>"Tariff"</b>	Means the tariff setting out our list of Charges for any of the Services we offer from time to time,
<b>"Termination Fee"</b>	Means the Minimum Spend less any sums already paid to GRIDTEQ (exclusive of VAT).
<b>"Title"</b>	Means the legal ownership
<b>"we", "us", "our", "GRIDTEQ"</b>	Means GRIDTEQ Solutions Limited of Eden point, 3 Acres Lane, Cheadle Hulme SK8 6RL
<b>"Working Day"</b>	Means any day (other than a Saturday or Sunday) when banks are generally open for normal business in London;
<b>"Year"</b>	Means the twelve month period commencing on the installation date until the first anniversary of the installation date and each subsequent twelve month period until the next anniversary of the installation date

1.3 The headings in these Terms and Conditions are for convenience only and will not affect the construction of the Terms and Conditions. References to clauses are to the clauses of the Conditions; references to the Order form and paragraphs are to the Order form for the Services which these Terms and Conditions cover and the paragraphs within the Order form. If there is any conflict between the Conditions and an Order form the Conditions will prevail.

1.4 In these Terms and Conditions-

1.4.1 the use of the singular will be construed to include the plural (and vice versa) and the use of any gender will be construed to include all genders;

1.4.2 references to a person include individuals, incorporated bodies, unincorporated associations and partnerships and the permitted transferees and assignees of such persons;

1.4.3 references to any statute, enactment, order, statutory instrument or statutory provision include such statute, enactment, order, statutory instrument or statutory provision together with all regulations and subordinate legislation made there under, all as from time to time amended, re-enacted, consolidated or replaced;

1.4.4 the expressions "including", "include", "includes", "included" and "in particular" will be construed to mean without limitation; and

1.4.5 references to loss include destruction.

## **2. TERM AND RENEWAL**

2.1 This Contract will come into force immediately upon signature by both parties and will remain in force for

the Initial Term and renew for further Terms of equivalent length of the Initial Term upon expiry of the Initial Term unless and until terminated earlier in accordance with Clause 11.

2.2 The Customer appoints GRIDTEQ as its preferred supplier of the M2M Services from the date of execution of this Contract for the duration of the Contract.

### **3. GRIDTEQ'S OBLIGATIONS**

3.1 Without prejudice to any other provision in this Contract GRIDTEQ shall:-

3.1.1 provide the Services in accordance with this Contract;

3.1.2 take all reasonable steps to obtain such documents, information and co-operation from the Customer as it may reasonably require to supply the Services;

3.1.3 supply the Services in accordance with health and safety and environmental legislation and other applicable legislation, statutory requirements, regulations and Good Industry Practice and relevant codes of conduct of the professions and industries to which GRIDTEQ's activities relate;

3.1.4 ensure that each of its Representatives who visits a Site complies with all rules, instructions, codes of conduct and security codes in force from time to time at such Site as notified to GridTEQ's Representative by the Customer and with all reasonable requests and requirements in respect of Site rules, instructions, codes of conduct and security codes communicated by or on behalf of the Customer to GRIDTEQ;

3.2 Without prejudice to the generality of the foregoing, GRIDTEQ warrants, subject to clause 3.3 that:

3.2.1 the Services will be provided under proper supervision, with reasonable skill and care, in a professional manner by suitably trained, skilled, experienced professionals;

3.2.2 it shall use reasonable endeavours to perform the Services in accordance with such timescales as may be agreed between the parties from time to time;

3.3 The Customer acknowledges that the Services in general will not be error free or continuously available, and agrees that the existence of such errors and availability shall not constitute a breach of the Contract.

3.4 GRIDTEQ will provide the Services using such Representatives as it considers suitable to undertake the work. Nothing in this Contract will in any way restrict GRIDTEQ's right to use its Representatives to supply services similar to the Services to other customers of GRIDTEQ.

3.5 GRIDTEQ will provide the Services on a SIM only basis and will not be responsible for Hardware or professional services.

3.6 The date for delivery of the M2M Sims shall be the date agreed between the parties. Time shall not be of the essence with respect to the delivery of the M2M Sims.

3.7 GRIDTEQ will set all M2M Sims as inactive, to the Vodafone network

## **4. CUSTOMER'S OBLIGATIONS**

- 4.1 The Customer shall provide such co-operation, information (including ensuring that the Hardware chosen is compatible with the GRIDTEQ M2M Sims), facilities and access to the Site to GRIDTEQ and GRIDTEQ's Representatives may reasonably be requested and as are reasonably necessary for GRIDTEQ to perform its obligations under this Contract.
- 4.2 The Customer shall provide GRIDTEQ with all information in its possession or power concerning the Customer's operations and activities, including but not limited to software, manuals, data, drawings and any other documents or materials, which may reasonably be necessary to enable GRIDTEQ to perform the Services and will also ensure that its relevant Representatives are generally available to provide such assistance or information as GRIDTEQ may reasonably require in the course of providing the Services.
- 4.3 The Customer shall be responsible for any changes or modifications made to the Equipment by any person other than GRIDTEQ or a GRIDTEQ Representative, unless made with GRIDTEQ's written consent or approval. GRIDTEQ shall be entitled to charge the Customer at GRIDTEQ's standard rates for work caused by such changes or modifications to the Equipment.
- 4.4 The Customer shall comply with all licences, acceptable use policies (available on [www.gridteq.co.uk](http://www.gridteq.co.uk)), legislation, regulations and codes of practice to which it is subject in relation to the Equipment and receipt of the Services.
- 4.5 The Customer shall prevent its Representatives from using the Services in any of the following ways:
- 4.5.1 in breach of any reasonable instruction given by GRIDTEQ, or any body which has regulatory powers relating to the Services;
  - 4.5.2 to send, receive, upload, download, use or reuse any information or material which is offensive, abusive, indecent, defamatory, obscene or menacing or in a breach of any legally enforceable right of confidence, copyright, privacy or any other similar right;
  - 4.5.3 to put GRIDTEQ in breach of the terms of any agreement GRIDTEQ has with any public telecommunications operator, the details of which have previously been notified in writing by GRIDTEQ to the Customer; or
  - 4.5.4 in any way which could render GRIDTEQ subject to any criminal prosecution, enforcement action, civil claim or other action or liability.
- 4.6 The Customer shall comply with GRIDTEQ's reasonable instructions as to the use and care of the Equipment. The Customer will pay for any repair or replacement needed if the Equipment is damaged by any means.
- 4.7 The Customer shall take all reasonable steps to ensure that PIN Numbers and passwords are kept confidential and secure, are used properly and are not disclosed to unauthorised persons. The Customer shall indemnify GRIDTEQ and keep GRIDTEQ effectively indemnified against all and any losses, costs and expenses (including legal costs) that GRIDTEQ may suffer from fraudulent activity on the Service(s) or

incurred as a consequence of any failure on the part of the Customer to comply with the terms of this clause.

- 4.8 If applicable the Customer shall provide GRIDTEQ with the necessary written authorisation to enable GRIDTEQ to arrange for the Services to be transferred to GRIDTEQ as soon as possible following the signature date of the Order form.
- 4.9 If required by GRIDTEQ either at the start of the Contract, or at any point thereafter, agree and sign GRIDTEQ's Directors Guarantee Provision.
- 4.10 The Customer shall ensure that they have correctly given any notice periods required to any previous service providers.
- 4.11 The Customer agrees by signing this Contract that it has had sufficient time to evaluate the Services and agrees they are fit for purpose.

## **5. ADDITIONAL ITEMS**

- 5.1 The Customer may at any time during the term of their Contract request additional goods or Services via a Supplementary Order Form.

## **6. THIRD PARTY RIGHTS**

- 6.1 A person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

## **7. PAYMENT OF THE CHARGES**

- 7.1 The Customer shall pay the Charges as set out on the Order form or as advised by GRIDTEQ from time to time.
- 7.2 GRIDTEQ will invoice the Customer for the Charges on the basis of and in accordance with this clause 7 and the Order form.
- 7.3 The Customer shall also pay all Value Added Tax, or any other applicable sales tax or like charge in a country where the Services are provided.
- 7.4 Subject to clause 7.5 below, the Customer shall pay the invoices submitted by GRIDTEQ in accordance with this Contract within 14 days of receipt by direct debit. If payment of any undisputed invoice is not made by the due date, GRIDTEQ shall be entitled to charge interest on such overdue invoice at 8% per annum over HSBC PLC's base lending rate from time to time, applicable pro-rata to the number of days elapsed between the due payment date and the actual payment date.
- 7.5 If the Customer disputes any invoice from GRIDTEQ relating to the Services, the parties shall work together in good faith to ensure that items under query or in dispute by the Customer are dealt with promptly. The Customer shall only withhold payment of the specific items agreed with GRIDTEQ as being under query or under dispute. If the parties are unable to resolve the dispute as above, then the parties shall attempt to resolve the dispute in accordance with the provisions of Clause 13.

- 7.6 The Customer may not exercise any right of set off, abatement, counterclaim, retention, deduction or any other withholding against amounts invoiced to it by GRIDTEQ.
- 7.7 Subject to Clause 7.5 if the Customer fails to pay the invoice submitted by GRIDTEQ in accordance with 7.4 then GRIDTEQ shall at its sole discretion immediately suspend any Service(s) provided by GRIDTEQ to the Customer under this or any other Contract. Such suspension of Service(s) shall be without any compensation or penalty.
- 7.8 If a Customer's Service is suspended in accordance with Clause 7.7, or fails to be transferred from a previous service provider the Customer may also be liable for reasonable re-connection charges upon resumption of the Service.
- 7.9 All pricing will be shown in Pounds Sterling (£)

## **8. LICENCE GRANT AND INTELLECTUAL PROPERTY INDEMNITY**

- 8.1 Subject to clause 8.2, GRIDTEQ grants to the Customer a non-exclusive, non-transferable, royalty free licence to use GRIDTEQ PORTAL for the purposes described in this Contract for so long as this Contract remains in force.
- 8.2 The Customer will not without GRIDTEQ's prior written consent;
- (a) distribute or sell copies of the GRIDTEQ PORTAL or its documentation to third parties; or
  - (b) sub-licence or otherwise grant rights to third parties for the use of GRIDTEQ PORTAL; or
  - (c) copy nor (except as permitted by law) decompile or modify the software, or copy manuals or documentation licensed to it by or on behalf of GRIDTEQ. In the case of manuals or documentation such written consent will not be unreasonably withheld or delayed.

The licence granted under subclause 8.1 shall terminate when this Contract expires or is terminated.

- 8.3 GRIDTEQ shall indemnify the Customer to the extent that it suffers any damage, loss, liability, cost, fine or expense of any kind in relation to a claim or allegation from a third party that the Customer's use of the Services infringe a third party's Intellectual Property Rights. As a condition of this indemnity the Customer must:
- 8.3.1 notify GRIDTEQ forthwith in writing of any allegation of infringement;
  - 8.3.2 make no admission in respect of or settlement of any claim without GRIDTEQ's prior written consent;
  - 8.3.3 allow GRIDTEQ sole control of all negotiations and defence of proceedings;
  - 8.3.4 provide GRIDTEQ all reasonable assistance in dealing with the allegation or claim (GRIDTEQ shall pay the Customer's reasonable expenses for such assistance); and
  - 8.3.5 allow GRIDTEQ to modify or replace the Services or any part thereof, so as to avoid the infringement.
- 8.4 The indemnity in clause 8.3 above does not apply to infringements caused by the use of the Services in conjunction with other equipment, software or services not supplied by GRIDTEQ and not approved by

GRIDTEQ for use in conjunction with the Services or to infringements occasioned by designs or specifications made by or on behalf of Customer (but excluding designs or specifications made or approved by GRIDTEQ).

- 8.5 The Customer agrees to indemnify GRIDTEQ against all claims, proceedings, costs and expenses of any nature arising from infringement (or alleged infringement) of any third party Intellectual Property Rights by reason of the Customer's use of the Services in conjunction with other equipment, software or services not supplied by GRIDTEQ and not approved by GRIDTEQ for use in conjunction with the Services and infringements occasioned by designs or specifications made by or on behalf of Customer (but excluding designs or specifications made or approved by GRIDTEQ). GRIDTEQ shall:
- 8.5.1 notify the Customer forthwith in writing of any allegation of infringement;
  - 8.5.2 make no admission in respect of or settlement of any claim without GRIDTEQ's prior written consent.;
  - 8.5.3 allow the Customer to conduct all negotiations and defence of proceedings;
  - 8.5.4 provide the Customer all reasonable assistance dealing with the allegation or claim (Customer shall pay GRIDTEQ's reasonable expenses for such assistance); and
  - 8.5.4 allow the Customer to modify any equipment, software or services it uses in conjunction with the Services so as to ensure the equipment, software or services does not continue to infringe the third parties Intellectual Property Rights.
- 8.6 The limitations and exclusions of liability contained in clause 10 below do not apply to liability under this clause 8.

## **9. CONFIDENTIALITY AND PUBLICITY**

- 9.1 Each party will keep strictly confidential all Confidential Information belonging to the other and/or the other's Representatives which is received or obtained during the negotiation or performance of this Contract and, except with the prior written consent of the other (or of the relevant Representative of the other) or to the extent that disclosure is required by law, will not disclose such Confidential Information to any third party or copy or use it for any purpose other than for the proper performance of its obligations or the proper exercise of its rights under this Contract.
- 9.2 Neither party will acquire any right in or title to Confidential Information of the other or the other's Representatives nor any licence in respect of it except as expressly stated in this Contract. Each party will protect the Confidential Information of the other and of the other's Representatives as if it were its own Confidential Information and will not copy, summarise, modify or disclose it except to the minimum extent necessary to perform its obligations or exercise its rights under this Contract. Each party will ensure that all persons to whom it discloses Confidential Information of the other or the other's Representatives are bound by obligations of confidentiality and non-disclosure at least equivalent to those in this Contract.
- 9.3 The duties imposed on the parties by clauses 9.1 and 9.2 above do not extend to information or data



which at the time of its disclosure or use by the receiving party:-

- 9.3.1 is generally available and known to the public other than by reason of the receiving party's breach of this clause 9;
  - 9.3.2 the receiving party can demonstrate had previously come lawfully into the receiving party's possession from a third party under no restriction as to its use or disclosure; or
  - 9.3.3 the receiving party can demonstrate that it developed independently without reliance on Confidential Information of the other or of the other's Representatives.
- 9.4 Each party agrees and acknowledges that damages alone may not be an adequate remedy for breach of this clause 9 and that each party and their Representatives may be entitled to seek injunctive or other equitable relief to remedy or prevent any breach or threatened breach of this clause 9.
- 9.5 GRIDTEQ may use the Customers Logo on sales and promotional material without notification to the Customer. However neither party will use the other's name nor issue any statement, press release, other advertising or other publicly disseminated material in connection with this Contract without the other's express prior written consent (not to be unreasonably withheld).
- 9.6 On termination of this Contract, each party shall;
- a) return to the other party all documents and materials (and any copies thereof) containing, reflecting, incorporating or based on the other party's Confidential Information;
  - b) erase all the other party's Confidential Information from its computer systems (to the extent possible); and
  - c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority.
- 9.7 The obligations in this clause 9 will remain in force following termination of this Contract for any reason.

## **10. LIABILITY**

- 10.1 Neither party limits its liability for death or personal injury arising from its negligence (or its officers, agents or employees) or any other matter in respect of which liability cannot be limited by law and clause 10.3 below will not apply to such liability.
- 10.2 Nothing in this clause 10 will exclude, restrict or limit either party's liability for fraud or fraudulent misrepresentation committed by that party (or its officers, agents or employees).
- 10.3 Subject to clauses 10.1 and 10.2, GRIDTEQ's entire liability under this Contract (other than under clause 8.3 above) or for any cause of action related to the Services shall be limited to 25% of the contract value in the preceding 12 months.
- 10.4 Except as regards to 10.1 GRIDTEQ shall not be liable to the Customer, whether in contract, tort (including negligence) or otherwise, for:

- 10.4.1 loss of profits;
- 10.4.2 business interruption; or
- 10.4.3 loss of anticipated savings; or
- 10.4.4 for any special, indirect or consequential loss or damages; or
- 10.4.5 for any loss, corruption or destruction of data; or
- 10.4.6 loss of business opportunity.

## **11. TERMINATION**

### 11.1 GRIDTEQ may terminate this Contract by:

11.1.1 giving not less than 90 days written notice to the Customer to expire no earlier than the end of the Initial Term.

11.1.2 by notice to the Customer if any third party service which is essential to the provision of the Service(s) is terminated or ceases to be available to GRIDTEQ, at all or at an appropriate quality and no suitable replacement shall be available on commercially reasonable terms. GRIDTEQ shall give such advance notice to the Customer as it is reasonably able to.

### 11.2 The Customer may terminate this Contract by giving 90 days written notice to expire at the end of the Initial Term or such subsequent Term.

### 11.3 Either party may terminate the Contract:

11.3.1 immediately by written notice if the other has a receiver, liquidator or administrator appointed, is the subject of bankruptcy proceedings, ceases to trade, passes a resolution for or is the subject of a winding up order (except for the purpose of a solvent amalgamation or reconstruction), makes any composition or arrangement with creditors or is unable to pay debt as and when they fall due;

11.3.2 on 14 days prior written notice if the other party is in material breach of its obligations under this Contract and, if the breach is capable of remedy, has failed to remedy the breach within 28 days of receiving a written notice from the other party specifying the breach and requiring it to be remedied.

### 11.4 Following termination of this Contract for any reason GRIDTEQ shall:

11.4.1 if so requested by the Customer immediately destroy all documents and materials of whatever kind belonging to the Customer and in GRIDTEQ's possession or power which belong to the Customer or which have been created for the purpose of GRIDTEQ's performance of the Services.

### 11.5 Provisions which expressly or by implication are intended to come into force upon or survive termination of this Contract will come into force upon or survive termination of this Contract for any reason.

### 11.7 If this Contract is terminated and the Customer wishes to transfer to another provider of M2M services, GRIDTEQ will provide reasonable assistance to the Customer in respect of the transfer of the Customer's

service providing all Termination Fees have been paid and no outstanding monies are owed to GRIDTEQ by the Customer.

- 11.8 Upon Termination for any reason any Termination Fees or Minimum Spend which has not been reached will become immediately payable.

## **12. FORCE MAJEURE**

- 12.1 Neither party will be liable except as specified in this clause for any failure to perform, delay in performing or imperfect performance of any obligation under this Contract to the extent that such failure, delay or imperfect performance is caused by a Force Majeure Event.
- 12.2 If either party is affected by a Force Majeure Event it shall promptly notify the other party of the nature of the Force Majeure Event, the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay or imperfect performance.
- 12.3 If a Force Majeure Event prevents GRIDTEQ from providing the Services in accordance with this Contract for 12 consecutive weeks or more, either party may terminate this Contract immediately by written notice.

## **13. ESCALATION AND DISPUTE RESOLUTION**

- 13.1 If any dispute arises between the parties, the parties shall use their reasonable endeavours to settle such dispute in accordance with the following procedures:
- 13.1.1 any dispute which has not been settled by the Customer's Representative and the GRIDTEQ Representative within 10 working days of the matter being raised, may be escalated by either party;
- 13.1.2 if the dispute is not resolved under 13.1.1 then both parties shall indicate a Director of their respective businesses within 10 working days and use their best endeavours to resolve the dispute within 30 working days of the original dispute being raised;
- 13.1.3 If the parties fail to reach agreement under 13.1.1 or 13.1.2 the dispute resolution procedure under this clause 13 shall be deemed exhausted.
- 13.2 Neither of the parties shall commence or pursue legal proceedings against the other until the dispute resolution procedure under this clause 13 is deemed exhausted save that nothing in this clause 13.2 shall prevent either party applying for injunctive relief.

## **14. ASSIGNMENT, SUB CONTRACTING AND DELEGATION**

- 14.1 GRIDTEQ may assign the whole or any part of this Contract or any of its rights or obligations under it.
- 14.2 The Customer may not assign the whole or any part of this Contract or any of its rights or obligations under it except with GRIDTEQ's express prior written consent (such consent not to be unreasonably withheld or delayed);

## **15. INSURANCE**

- 15.1 The Customer warrants that it will insure any Customer Purchased Equipment (to its full replacement value) delivered to it until title has passed to the Customer pursuant to Clause 3.7

## **16. SPECIAL CONDITIONS**

The Customer agrees to the following special conditions.

- 16.1 If any Services come with a Service Level Commitment these are only targets and failure to attain these levels will not be considered to be a breach of this Contract.
- 16.2 Any usage in excess of the Monthly Data Limit will be charged at the defined rate per MB as shown in the Order Form.
- 16.3 Unused data allowance cannot be rolled over in to subsequent months.
- 16.4 The Customer can use the GRIDTEQ APN solely at GRIDTEQ's discretion.
- 16.5 The Customer can request their own APN subject to Set-up and monthly charges available upon request to GRIDTEQ.
- 16.6 Usage will be rounded to the next whole kilobyte of data on a per session basis.
- 16.7 GRIDTEQ reserves the right to update the Charges from time to time to take account of market conditions and/or Service functionality.
- 16.8 Availability of the Services in countries and available Networks are subject to change. GRIDTEQ will provide as reasonable notice as it is reasonably able to in the event of a change.

## **17. NOTICES**

- 17.1 Any notice to be served on either party by the other under this Contract will be in writing and delivered by hand or recorded delivery to the addressees set out in the Order Form.
- 17.2 Notices delivered by hand during normal business hours will be served on the day they are delivered. Notices sent by first class post will be deemed served on the second business day after the date they are posted.

## **18. ENTIRE AGREEMENT**

- 18.1 This Contract constitutes the entire agreement between the parties and supersedes any previous negotiation, written, oral or electronic communication, arrangement or agreement between them or any other statement or representation made by either of them in relation to the subject-matter of this Contract including any proposal document (except that neither party hereby seeks to exclude liability for fraudulent misrepresentation and except to the extent that either party has any outstanding liability to the other under a previous arrangement or agreement).
- 18.2 The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of GRIDTEQ which is not set out in this Contract.
- 18.3 From time to time GRIDTEQ may update its Terms and Conditions or Contract without being required to give prior notice to the Customer;
  - 18.3.1 if the Customer, acting reasonably, believes these changes materially affect the commercial viability of the Service(s) then they will give notice of this within 30 days of receiving the notification from

GRIDTEQ and both parties agree to resolve this dispute in line with clause13.

18.3.2 if no objection is received then the GRIDTEQ updates are deemed to have been accepted.

18.3.3 any other variation of this Contract or the Terms and Conditions must be in writing and signed by or on behalf of each party.

18.4 If any provision of this Contract is held by the parties or by any court or competent authority to be illegal, invalid or unenforceable in whole or in part, that provision will be deemed to be deleted and not to form part of this Contract and the enforceability of the remainder of this Contract will not be affected thereby. If any provision of this Contract is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.

18.5 This Contract and any variation to this Contract may be executed in one or more counterparts, which, taken together, will constitute a single Contract. If both parties execute two copies of this Contract, each executed copy will count as an original.

18.6 Certain telecommunication systems and services are subject to regulation by the Office of Communications ("OFCom"). OFCom may from time to time change the regulatory framework within which the Services and Charges are provided and the Customer accepts that GRIDTEQ may need to change the Services and Charges to comply with such regulatory framework. The parties accept that such changes shall be deemed to comply with the terms of clause 18.3.

## **19. WAIVER AND CUMULATIVE NATURE OF REMEDIES**

19.1 The failure or delay of either party in any one or more instances to insist on strict performance of one or more of the terms of this Contract or to exercise any right or remedy under this Contract or at law will not be construed as a waiver of that or of any subsequent breach of the same term, any breach of any other term nor of the right to enforce another such right or remedy or the same right or remedy arising on another occasion.

19.2 Unless there is express provision to the contrary in this Contract, no remedy conferred by any term of this Contract is intended to be exclusive of any other remedy available under this Contract or at law. Each and every remedy is cumulative and is in addition to each and every other remedy available under this Contract or existing at law (whether in equity, by statute, at common law or otherwise).

## **20. LAW AND JURISDICTION**

This Contract and all matters arising from it are governed by the laws of England and Wales and are subject to the exclusive jurisdiction of the courts of England.