



Pod Group

General Terms and Conditions

Pod Group General Terms and Conditions V3-1-5

These general terms of service (the “**Agreement**”, or “**Terms of Service**”) along with any applicable Additional Terms govern your use of the Products and access to Pod Group’s platform and customer support. This Agreement is a legal contract between you the Customer (“**Customer**” or “**you**”) and Pod Group. If you reside in North America (inclusive of United States, Canada, United States territories), your relationship is with Podsystem Corporation, a Californian company and the Terms of Service are governed by the law of California, U.S.A., unless pre-empted by US federal law, without regard to conflict of law rules. If you reside in the European Union, your relationship is with Data Connectivity Podsystem S.L, a Spanish company and the Terms of Service are governed by the laws of England and Wales. If you reside in Asia, your relationship is with Pod Group Asia Pacific Limited, a company in Hong Kong and the Terms of Service are governed by the laws of Hong Kong. If you reside outside of North America, the European Union, and Asia, your relationship is with Podsystem Limited and the Terms of Service are governed by the law of England and Wales. We do not seek to limit those rights where it is prohibited to do so by law. Each entity may be referred to independently as Pod Group. This Agreement does not have to be signed for it to be binding. You indicate your acceptance of the terms of this Agreement by (i) checking the box (or similar action) to accept the Agreement that is presented to you at the time of accessing the platform, or registering an account with Pod Group, or (ii) by virtue of you being provided with access to the Pod IoT Suite platform, or (iii) by virtue of you being provided with access to or your use of any service or product provided by Pod Group.

1.0 Interpretation of the Agreement and Definitions

1.1. The definitions below will apply to the terms and conditions of this Agreement.

“Account”	The access authorization to the Pod IoT Suite.
“Additional Terms”	A written agreement executed by you and a Pod Group entity which relates to the subject matter of this Agreement. If there is a conflict between the terms in this Agreement and the Additional Terms, then the Additional Terms will govern in relation to that Product.
“Affiliate”	Any legal entity that either Party owns or is owned by, or that is under common control with a Party. “Control” and “own” means possessing a fifty percent or greater interest in an entity or the right to direct the management of the entity.
“Agreement”	This agreement between us, including any amendment to it and any documents that are expressly incorporated into it.
“Business Day”	A day other than a Saturday, Sunday or public holiday in England when the banks in London are open for business.
“Confidential Information”	Any non-public information which is either designated as confidential by the disclosing Party or which a reasonable person knows or reasonably should understand to be Confidential
“Data Protection Laws”	Any law applicable from time to time relating to the processing of personal data and/or privacy, including without limitation the Data Protection Act 1998 (UK) and the General Data Protection Regulation (EU) 2016/679.
“Embedded Internet Access Services”	The services provided by Pod Group to support automated internet access embedded within devices to enable machine to machine services (i.e., Data services and SMS).
“Intellectual Property Rights”	Any and all intellectual and/or industrial property rights of any kind including without limitation, legal rights in inventions, models and prototypes, Proprietary Information, knowledge, know-how, processes and procedures, techniques, trade secrets, designs, reports, data and other Confidential Information, drawings, circuit and schematic diagram, computer programmes and associated documentation and legal protection therefor under laws relating to patents, registered designs, trademarks and service marks, business names and domain names, copyright, database rights, registered and unregistered design rights, semiconductor chip protection, goodwill and the right to sue for passing off together with other legal rights associated therewith and all rights of protection of a similar nature or having similar or equivalent effect, in each case whether registered or unregistered and including all applications and rights to apply for registration and renewals or extensions thereof, and rights to claim priority and all similar or equivalent rights or forms of protection which exist now or in the future in any part of the world.
“Material Breach”	Any breach of this Agreement by the Customer which (i) it cannot remedy or (ii) which it can remedy but has not remedied within the specified timeframe (if no timeframe is specified, a reasonable timeframe). The impact of the breach is or may be substantial and adverse to Pod Group’s interests.
“MNO”	Mobile network operator, including mobile virtual network operators.
“Pod Group”	As applicable, the Pod Group entity with whom you are contracted.
“Products”	The products and services provided to the Customer by Pod Group, including to SIM Cards, Embedded Internet Access Services and/or any management or billing platform (the including Pod IoT Suite), any software, software functionality, service, work, hardware, bundles or any other product or service provided by or on behalf of Pod Group. For avoidance of doubt, our services and software are licenced, not sold, to you and may be subject to additional terms and conditions.
“Proprietary Information”	Trade secrets and all other Confidential Information of a proprietary nature, including any and all technical information, designs, data, drawings, circuit and schematic diagrams, production or test jigs, machine tool instructions, know-how, software (whether in object or source code form), in whatever form (whether human or machine readable) and whether or not marked as confidential, and non-public information regarding features, functionality and performance of Products, including production or test processes and data.

“Public Official”	Any minister, civil servant, director, officer or employee or other official of any government or any department, agency or body, and/or of any government-owned or a Controlled company, any company or enterprise in which a government owns an interest of more than thirty per cent, and/or of any public international organization; or any person acting in any official, legislative, administrative or judicial capacity for or on behalf of any government department, agency, body, or public international organization, including without limitation any judges or other court officials, military personnel and customs, police, national security or other law enforcement personnel; and any close family member of any of the foregoing.
“Restricted Persons”	Any person who is identified by any government or legal authority under applicable trade sanctions, export controls, anti-money laundering, non-proliferation, anti-terrorism and similar laws as a person with whom trade or financial dealings and transactions by either Party are prohibited or restricted.
“Term”	The duration of the Agreement between you and Pod Group, as provided to you either in an email or a quote from us, or by virtue of access to and/or use of the Products.

- 1.2. The names used for the Section, Clause, Appendix and paragraph headings will not affect the interpretation of the Agreement.
- 1.3. Unless the context states differently, words in the singular will include the plural and, in the plural, include the singular.
- 1.4. A reference to this Agreement is a reference to this Agreement as varied or novated in accordance with its terms from time to time.
- 1.5. A reference to a statute or statutory provision is a reference to it as amended from time to time.
- 1.6. The words “include” or “including” will be deemed to be without limitation.
- 1.7. References to any laws will include that law as amended from time to time.
- 1.8. This Agreement will be interpreted without favour to the Party or Parties responsible for its preparation and it will be deemed to have been prepared jointly by the Parties. Any ambiguity or uncertainty existing in the Agreement will not be interpreted against any Party to it.

2.0 Acceptance and Order

- 2.1. This Agreement does not have to be signed for it to be legally binding. You indicate your acceptance of the terms of this Agreement by either:
 - 2.1.1. Clicking on an “I accept” style button.
 - 2.1.2. Sending us a fax, post, email order for Product(s).
 - 2.1.3. Agreeing to the terms of this Agreement by email or similar.
 - 2.1.4. Using or accessing any Products.
 - 2.1.5. By Pod Group either accepting your order or delivering Products to you (whichever is earlier).

On the occurrence of any of the above, you agree that a legally binding agreement is formed between you and Pod Group.
- 2.2. You warrant that:
 - 2.2.1. You have read, understand, and agree to be bound by this Agreement; and
 - 2.2.2. You have the authority to enter into the Agreement personally or on behalf of the company you represent, and to bind that company to the terms of this Agreement.

- 2.3. Pod Group reserves the right, To work with the customer to incrementally fill an order if delivering all at once isn't possible. If the order is unrelated to services that Pod can provide it can be rejected.
- 2.4. Conflicting, inconsistent, or additional terms or conditions contained in any Customer order (or supporting documentation) submitted will not be binding unless Pod Group specifically accepts such terms or conditions in writing.
- 2.5. Pod Group reserves the right to change these terms and conditions including, terms of service, and our plans and pricing, from time to time. Pod Group reserves the right to modify or cancel our service or your account or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these terms and conditions, changes in roaming agreements. Where possible Pod Group will try to provide at least 30 days notice of any changes to the terms or to the service. In the event of any change to service, Pod Group will work with the customer in good faith, making best efforts, to ensure continuity of service assisting the customer either technically or commercially to deploy an alternative where possible even if requiring cooperation with third party. You should look at the Terms regularly. Unless otherwise noted, the amended Terms of Service will be effective immediately and your continued use of the Products will confirm your acceptance of the changes. If you do not agree to the amended Terms of Service, you must stop using our Products.

3.0 Delivery

- 3.1. Unless Pod Group agrees in writing otherwise, the Customer will bear all costs of shipping the Products to the Customer, including any re-deliveries.
- 3.2. Pod Group will bear no liability, consequential or otherwise for any delay in delivering any Product.

4.0 Prices and Payments

- 4.1. The prices and Term for the Products quoted in conversation or email to the Customer, or if no email or quote has been provided, as advertised at www.podgroup.com or any other website operated by Pod Group.
 - 4.1.1. Unless stated otherwise, all prices will be exclusive of all taxes, including sales, use or withholding taxes, banking charges, VAT, customs duties (import and export) or levies, general or extraordinary tariffs or other assessments, and any permits, licences or other authorisations ("Taxes and Duties"). All Taxes and Duties will be paid by you.
 - i. The Customer agrees that Pod Group will be entitled to pass on, and the Customer will (absent an applicable exemption) be responsible for paying, all such Taxes and Duties arising as a result of, or in connection with, its use of the Products, provided that each Party will be responsible for its own income and corporate taxes.
 - 4.1.2. The Customer is responsible for paying all charges posted to its account, including but not limited to, signup fee, activation fee, monthly service fee, usage charges, advanced feature charges, device charges, shipping and handling, taxes, charges incurred by your customers or any end-user connected with its account and the Products provided to it. Pod Group calculates all rates at a minimum of one KiloBite (KB) depending upon the network, commencing upon the first use of any services being provided. Pod Group reserves the right to bill at higher increments.
 - 4.1.3. If respect of the United States, all state and federal sales taxes will be strictly the responsibility of the Customer. If you resell the Products or include them within your own customer services and offer them independent of a direct consumer use, you must collect the appropriate sales taxes from your customers. If you are not reselling the Products, it is your responsibility to inform us and to pay the sales taxes to Pod Group. Pod Group reserves the right to charge sales taxes or historic sales taxes to any customer where the appropriate form has not been provided to Pod Group, in which it is confirmed that you are paying all relevant sales taxes
- 4.2. The Customer agrees to indemnify and hold Pod Group (and its Affiliates) harmless against all damages, losses, claims, liabilities, settlements and expenses (including without limitation costs and legal fees) connected with the Customer's failure to comply with its tax obligations, and its failure to notify Pod Group of its requirement to pay sales taxes connected with the Products
- 4.3. Unless otherwise agreed in writing, payments by the Customer will be made:
 - 4.3.1. For physical SIM cards (including commissioning costs): in advance of delivery.

- 4.3.2. For 'bundled charges' including monthly line rental on SIM cards, per MB usage and billing services: either: (i) billed in advance of the applicable period with payment prior to the beginning of the applicable period or the applicable usage; or, if agreed by Pod Group (ii) billed at the beginning of the month, on a 30-day payment period;
- 4.3.3. For overuse traffic usage (if applicable): billed in arrears with a 30-day payment period or taken from any outstanding credit on the Customer's account. If additional charges from the MNOs are received for a period that has already been billed, the SIM usage report will be re-issued, and the Customer invoiced the difference; and
- 4.3.4. For additional services as agreed between the Parties: in advance of the provision of the services unless otherwise agreed in writing by the Parties.
- 4.4. The Customer agrees to be bound by this Agreement and pay all charges for Products provided to the Customer including, but not limited to, the payment of all charges for a SIM card until either:
 - 4.4.1. The SIM card has been terminated with 30 days' written notice (if such written notice is given on or before the 15th day of the month); or
 - 4.4.2. 45 days' written notice (if notice is given after the 15th day of the month); or
 - 4.4.3. The Term has expired as specified in writing (in order of preference) in a quote, by email or as specified at www.podgroup.com or another website operated by Pod Group, regardless of whether charges were incurred by the Customer or a third party, or as a result of misuse or fraudulent activity.
- 4.5. The Customer will pay all invoices in full (including disputed amounts) in accordance with the terms of this Agreement, within 60 days of receiving their invoice, and will, if a dispute in relation to an invoice occurs, co-operate in good faith with Pod Group to resolve any dispute in accordance with Clause 6.
- 4.6. The Customer may only dispute an invoice within sixty (60) days of the Customer's receipt of such invoice. If the invoice or part thereof is subsequently found by Pod Group to be incorrect, then Pod Group will credit the Customer within ten (10) Business Days of such a finding. Pod Group will not accept disputes about any invoice where the Customer informs Pod Group about any such dispute more than thirty (60) days after the date of the invoice.
- 4.7. All payments must be made directly to a designated Pod Group bank account via electronic bank transfer. If any payments due are not received and cleared in Pod Group's bank account within the agreed payment terms, Pod Group reserves the right to charge interest on the overdue amount at the rate of 2% per month. Such interest will accrue daily from the due date until actual payment of the overdue amount.
- 4.8. If any payments are overdue, Pod Group reserves the right to employ a credit recovery agency to recover monies due. Pod Group is not liable for any detrimental effect (financial or otherwise) if action by the credit recovery agency affects the Customer's credit rating and/or financial position. Furthermore, the costs, including any legal costs and court fees, incurred in the collection of any overdue payments will be paid by the Customer.
- 4.9. If any payments are overdue by more than thirty (30) calendar days, Pod Group reserves the right to terminate all Products on the Customer's account without notice and charge a re-connection charge equal to the previous month's invoice for reconnection and other administration charges that may be incurred. Where reasonably possible Pod Group will commit to informing the customer of any possible suspension in advance of doing so.
 - 4.9.1. If Pod Group accepts late or partial payments or payments marked "Paid in Full" or similar notations, it will not waive any of Pod Group's rights hereunder nor will it constitute an accord or satisfaction.
- 4.10. In the event of a significant increase in charges or minimum charges by a supplier or mobile network on Products provided by Pod Group, Pod Group reserves the right, with thirty (30) days' notice, to change its prices for services for that Product. In this eventuality the Customer has a right of termination as set out in clause 16.2.2. In the event of a significant increase in changes from a particular provider, Pod Group will work with the customers (but can't guarantee) to find an adequate alternative during the notice period.

5.0 Pod IoT Suite

- 5.1. Pod IoT Suite is the platform on which Customers may monitor and manage the Products it purchases and/or licences (as applicable) from Pod Group. Any services or additional services enabled on Pod IoT Suite for use/licence by the Customer will be at Pod Group's discretion. Access to any such services may be subject to the execution of other agreement(s).

- 5.2. The Customer must provide certain information required by Pod Group to open an Account on Pod IoT Suite ("Registration").
- 5.3. It is the Customers responsibility to ensure that the information requested is complete and correct. The Registration of a legal person may only be carried out by an authorised natural person, who must be mentioned by name.
- 5.4. The Customer warrants that all information submitted during Registration (or as may be subsequently updated) is complete and correct. Pod Group will not be liable to the Customer if you make any error or omission.
- 5.5. Pod Group reserves the right to (i) refuse to open a Customer Account or (ii) to close a Customer Account, if there is a legitimate reason to believe that you will not act or has not acted in accordance with this Agreement. To clarify, this would be in the scenario that the customer was in breach of any of the terms and conditions that permitted termination of the agreement
- 5.6. The Customer may create multiple users under an Account. Each user will be given individual access credentials. The Customer warrants that all its users will abide by this Agreement terms and conditions or any subsequent new version and that all its users will duly act on behalf of the Customer. By creating an Account user, the Customer accepts responsibility for the acts and omissions of any of its user as if they were the Customer's own acts and omissions.
- 5.7. The Customer liable for all activities performed under and in connection with the Customer's Account.
- 5.8. In case of loss, misappropriation, or unauthorized use of the Customer's account, the Customer agrees to immediately notify Pod Group's support services (sales@podgroup.com) and the Customer will:
 - 5.8.1. Change all initial passwords which are assigned to it into passwords known only to the Customer. The Customer is required to carefully store its access credentials and to protect them from unauthorized access.
 - 5.8.2. Correct the information in Customer's Account immediately, if, after the Registration, that information changes.

6.0 Customer Obligations

- 6.1. The Customer is responsible for ensuring that any hardware equipment, or software application running on that equipment, that uses a Product provided by Pod Group complies with any and all requirements of all networks and will not cause any damage or interruption to any network. The Customer accepts all liabilities for damage or interruption to any network caused as a direct result of the hardware equipment or software application running on that equipment.
 - 6.1.1. If the Customer is unsure whether the equipment or software being used may cause any damage to a network, the Customer may request Pod Group to gain approval from the MNO prior to use. Whether approval is sought is at the sole discretion of Pod Group. The cost of any verification service will be payable by the Customer.
- 6.2. The Customer will ensure that neither the content passed over the network nor the details of users or customers or other personal data held by the Customer pursuant to this Agreement will infringe the rights of any third parties or any laws or regulations (including, without limitation, the Data Protection Directive (95/46/EC), the General Data Protection Regulation (2016/679/EC), the Directive on Privacy and Electronic Communications (2002/58/EC), the Electronic Commerce Directive (00/31/EC) and the Distance Selling Directive (97/7/EC)), and any national implementations thereof, in any country where any message is originated, delivered or in respect of which any of service provided by the Product are performed.
- 6.3. The Customer agrees to comply with any reasonable instructions as Pod Group may from time to time notify to the Customer in regard to using the Product. However, even without such instructions, the Customer warrants and represents that it will not breach any applicable laws, standards or codes, including but not limited to "SIM boxing", or infringe a third party's rights, or breach any content requirements or codes stipulated by any relevant authority. Furthermore, the Customer will refrain, and prevent others, from using the Product for any purpose other than that intended by the relevant telecommunications operator, in any way whatsoever, including "annoyance", "spamming" or any other form of harassment, creating, or having third parties create, connections with buy lines (090x numbers) on a large scale or committing criminal offences or use the Product in a way which interferes with other users or harasses or restricts any other user from using or enjoying the hosting MNO network or the internet.
 - 6.3.1. The Customer will be liable for any damage, costs or usage (at standard overuse rates or the rates charged by the network to Pod Group – whichever is

the higher), arising as a result of unlawful or fraudulent use of the Product, regardless as to whether the Customer was aware of such use or not. Fraudulent use includes, but is not limited to, using the SIM in a way that was not agreed with Pod Group, including via satellite modem, WAP, voice, SMS, USSD, and use of an APN which was not provided by and agreed with Pod Group. Fraudulent use can only be prevented by cancelling the SIM off the network. Once a SIM is registered on the network (SIMs are registered on the network prior to delivery to Customer) there may be some services that are impossible to block. Therefore, whilst Pod Group will endeavour to ensure that all services are blocked when requested, use of any services apart from those agreed with Pod Group will be deemed to be fraudulent use.

- 6.4. The hosting MNO, as a supplier of Pod Group, has an independent right to claim for damages suffered as a result of the Customer's failure to comply with clause 6.3. Therefore, the hosting MNO may claim damages directly from the Customer.
- 6.5. If the Customer requests any functionality that is not provided within Pod Group's standard Products, Pod Group will provide a quote for the work required. Only upon written confirmation by the Customer to proceed will Pod Group undertake and invoice for this work.
- 6.6. The Customer represents, warrants and covenants that it:
 - 6.6.1. Is compliant in all respects relevant to this Agreement with all applicable sanction or embargo laws and regulations in effect from time to time, including trade and economic sanctions maintained by the United States Treasury Department's Office of Foreign Assets Control, and any other enabling legislation or government order relating thereto (collectively "Sanction Laws").
 - 6.6.2. Is not listed on or owned or controlled by an entity or person on, the U.S. Department of Treasury list of Specially Designated Nationals or any similar list in place in any jurisdiction where Customer is conducting business.
 - 6.6.3. Is not a Restricted Persons.
 - 6.6.4. Will take all such steps as prudent to ensure that it will not provide Product to Restricted Persons.
 - 6.6.5. Will not use the Product, or allow them to be used, for any purposes prohibited by applicable Sanction Laws, including nuclear, chemical, or biological weapons proliferation, dual-usage applications, or development of missile technology.
- 6.7. For the avoidance of doubt, the Product may not be exported or reexported Cuba, Iran, Iraq, Libya, Sudan, the Taliban-controlled regions of Afghanistan or to any other country to which the United States, UK, EU, and any other jurisdiction in which Pod Group operates, prohibits the export of goods, technology or services or to nationals of those countries, wherever located. Moreover, Products may not be distributed to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals maintained by the U.S. government. By accessing or using the Products, including the website, and Pod IoT Suite, that you are certifying that you are not a national of one of the above-listed countries or of any other country to which the United States embargoes goods, services or technology and that you are not a person on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.
- 6.8. Notwithstanding any other provision in this Agreement, Pod Group reserves the right to terminate this Agreement immediately upon written notice to the Customer if Pod Group reasonably determines that the Customer is not in compliance with this Clause 6.0 or that its actions are or may cause Pod Group to be exposed to prosecution or liability for violation of Sanction Laws or any other applicable law.
 - 6.8.1. The Customer agrees to indemnify and hold Pod Group (and its Affiliates) harmless against all damages, losses, claims, liabilities, settlements and expenses (including without limitation costs and legal fees) connected with the Customer's alleged failure to comply with the Sanctions Laws or otherwise use of the Products by the Customer or its customers.
 - 6.8.2. While Pod Group has no obligation to monitor the use of the Products by the Customer or its customers, Pod Group may do so and may prohibit any use of the Products it believes may be (or alleged to be) in violation of the foregoing.
- 6.9. In order to preserve the integrity of the network, Pod Group reserves the right to request that the Customer changes the firmware of its device, discontinue the device or replace the device so that it does not stop and start authentication requests and/or data session requests (including retries) more than on average thirty (30) times per hour over any consecutive twelve-hour period. If requested, the firmware change needs to be completed within five (5) working days otherwise Pod Group has the right to immediately and without notice cease the use of that SIM card and Pod Group will not be responsible for any consequential or other costs as a result of the SIM's cessation.

7.0 Compliance with requests with Government Agencies

- 7.1. The Customer understands that should a request come from governmental or law enforcement agencies, with the authority to require Pod Group (or its Affiliates) to report information related to your services or should law enforcement request this information or access pursuant to CALEA or the Patriot Act (collectively "Agency"), Pod Group will be obligated to cooperate and disclose this information in accord with the laws of the applicable jurisdiction. The Customer consents to Pod Group providing any such information to the Agency.

8.0 Inappropriate use and/or conduct as cause for termination or breach of agreements

- 8.1. You agree to use the Products for lawful purposes only. You will use best commercial efforts to prevent third parties from using the Products in any way that is unlawful, harmful, threatening, libellous, deceptive, fraudulent, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, discriminatory, or other objectionable material of any kind, including, without limitation, material that encourages unlawful conduct.
- 8.1.1. If Pod Group, has good reason to believe that customer has purposely engaged in, intentionally permitted, or negligently allowed third parties to engage in any of the foregoing conduct, Pod Group reserves the right to (i) immediately suspend or terminate any service it provides to you; and/or (ii) forward the offensive materials, your communications with Pod Group, and your identity and other personal information to the proper authorities for investigation and prosecution.
- 8.1.2. The Customer consents to the forwarding of any such communications and information to these authorities or law enforcement. In the event of such termination, you will be responsible for the full month's charges to the end of the current term, including, without limitation, unbilled charges, plus a termination fee, if applicable, all of which will become immediately due and payable upon termination of your Service.
- 8.2. The Customer, and if applicable its resellers, sub-customers and their sub-clients, and end-users, will be solely liable for any and all liability that may arise out of the content transmitted to any person, whether authorized or unauthorized, using your service or device.
- 8.2.1. You will ensure that the use of the Products and content comply at all times with all applicable laws, regulations and written and electronic instructions for use. Pod Group reserves the right to terminate or suspend the services which it provides to you and remove your content from its Products, if we determine, in our sole and absolute discretion, that such use or content does not conform to the requirements set forth in this Agreement or interferes with our ability to provide the Products to you or others. Our action, or inaction, under this section will not constitute any review or approval of your use or content

9.0 Description

- 9.1. Pod Group's marketing materials are for the sole purpose of giving an approximate idea of the matters described in them and will not form part of this Agreement.

10.0 Confidentiality

- 10.1. Neither Party will without the prior written consent of the other Party (during and after termination of this Agreement) use (other than in the performance of this Agreement) or divulge or otherwise disclose to any other person other than to their professional advisers, directors, officers or employees (collectively "Representatives") of whose province it is to know the same any Confidential Information received at any time by it in consequence of this Agreement (provided that those Representatives, only have a need to know about it and before doing so, the receiving Party must ensure that its Representatives are required to protect the Confidential Information), save that any obligations contained in this clause shall not apply in respect of any Confidential Information which is in or comes into the public domain other than as a result of any breach by the receiving Party of any duty of confidentiality or in respect of any disclosure required by law or any legal or regulatory authority.
- 10.2. Each Party agrees to:
- 10.2.1. To take all reasonable steps to protect the Confidential Information. These steps must be at least as protective as those it takes to protect its own Confidential Information and no less than a reasonable standard of care.
- 10.2.2. To notify the other Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information.

11.0 Intellectual Property

- 11.1. The Customer acknowledges that all Intellectual Property Rights arising in or in relation to the Products, including any services delivered under this Agreement will at all times belong to Pod Group (or, as applicable, its licensors), and the Customer will have no rights in or to the same other than the limited rights set out in this Agreement.
- 11.2. Pod Group will own and retain all right, title and interest in and to (a) the Products, all improvements, enhancements or modifications thereto, (b) any software, applications, derivative works, inventions or other technology developed in connection with the Products or support, and (c) all Intellectual Property Rights related to any of the foregoing.
- 11.3. The Customer will not, directly or indirectly, and will not permit or encourage others to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms, or otherwise relevant to the Products, documentation or data related to the Products; modify, translate, or create derivative works based on the Products; or remove any proprietary notices or labels.
- 11.4. The Customer agrees to indemnify and hold Pod Group harmless against all damages, losses, claims, liabilities, settlements and expenses (including without limitation costs and legal fees) connected with the Customer's alleged failure to comply with this section or otherwise use of the Products by the Customer or its customers.
- 11.5. While Pod Group has no obligation to monitor the use of the Products by the Customer or its customers, it may do so and may prohibit any use of the Products it believes may be (or alleged to be) in violation of the foregoing.
- 11.6. Pod Group will have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Products (including software), systems and technologies (including, without limitation, information concerning Customer data and data derived therefrom), and Pod Group will be free (during and after the term hereof) to (i) use such information and data to improve and enhance its Products and for other development, diagnostic and corrective purposes in connection with the Products and other Pod Group offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. The Customer will procure all necessary rights from its customers to give full force and effect to this Clause. No rights or licenses are granted except as expressly set forth herein. Note, that this clause only applies to data stored in Pod IoT suite relating to the connectivity and subscription management. Pod Group does not sit in the data path and will collect no patient data relating to the customers application.

12.0 Copyright and Trademark Notice

- 12.1. All corporate names, service marks, logos, trade names, trademarks, websites and domain names of Pod Group and its Affiliates (collectively "Marks") are and will remain the exclusive property of Pod Group and its Affiliates and nothing in this Agreement will grant the Customer or any third party the license to use such Marks. Any reproduction or redistribution of the Products not in accordance with the terms set forth herein is expressly prohibited by law and may result in severe civil and criminal penalties.
- 12.2. You expressly agree by your use of Pod Group's website (or any connected content) that you will not otherwise broadcast, download, modify, make available to the public, post, reproduce, sell, store, or transmit content from the website without the prior written approval of Pod Group.

13.0 Warranty

- 13.1. POD GROUP DOES NOT MAKE ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF TITLE OR NONINFRINGEMENT, OR ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SERVICES OR DEVICE, ANY TRANSACTION PERFORMED THROUGH THE PRODUCTS OR ON THE INTERNET GENERALLY, OR AS TO THE QUALITY OF THE CALL OR CONNECTION.
- 13.2. POD GROUP WILL NOT BE LIABLE FOR ANY COST OR DAMAGE ARISING EITHER DIRECTLY OR INDIRECTLY FROM ANY SUCH TRANSACTION, USE OF THE PRODUCTS, SERVICE AND/OR DEVICE.
- 13.3. POD GROUP DOES NOT WARRANT THAT THE PRODUCTS, SERVICE AND/OR DEVICE WILL BE UNINTERRUPTED OR ERROR-FREE (INCLUDING BUT NOT LIMITED TO THE FAULT FREE WORKING OF NETWORKS), OR WILL OPERATE WITHOUT FAILURE, PACKET LOSS, DEGRADATION OR INTERRUPTION NOR DOES POD GROUP WARRANT ANY CONNECTION TO OR ANY TRANSMISSION OVER THE INTERNET OR THAT ANY DEFECTS IN THE PRODUCTS, SERVICES OR MATERIALS WILL BE CORRECTED.
- 13.4. Pod Group is not liable for any service or proof of service of the Customer, which is carried over Pod Group's or any other network.

13.5. NEITHER POD GROUP NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, OR ANY OTHER SERVICE PROVIDER OR VENDOR WHO FURNISHES SERVICES, DEVICES, OR PRODUCTS TO THE CUSTOMER IN CONNECTION WITH THE PRODUCTS ("PROVIDERS"), WILL BE LIABLE FOR UNAUTHORIZED ACCESS TO OUR OR YOUR TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF, CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD, REGARDLESS OF WHETHER SUCH DAMAGE OCCURS AS A RESULT OF POD GROUP'S OR ITS PRODUCT OR PROVIDER'S OR VENDORS' NEGLIGENCE. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR DEVICE, IF ANY, BY POD GROUP OR OUR AGENTS OR INSTALLERS ARE INFORMATIONAL AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND.

13.6. Pod Group will not be liable for any losses caused by an operator ceasing or terminating any services. Under no circumstances will Pod Group be liable for any direct, indirect or consequential damages, including but not limited to damages that result from the Customer or any user's use of or inability to access any part of the Product or the Product's functionality, or the Customer or any user's reliance on or use of information and services provided on or through the Product or damages that result from mistakes, omissions, interruptions, loss, theft, or deletion of files, packet data or other information, errors, viruses, defects, delays in operation or transmission, or any failure of performance.

13.7. Except if expressly stated elsewhere in the Agreement, Pod Group makes no express or implied warranty or representation concerning the Products, or their accuracy or completeness and therefore excludes all conditions, warranties and representations (express or implied), statutory or otherwise in respect of the Products.

14.0 Indemnification

14.1. Pod Group will hold the Customer harmless from liability to third parties resulting from infringement by any copyright or misappropriation of any trade secret, provided that Pod Group is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defence and settlement. Pod Group will not be responsible for any settlement it does not approve in writing.

14.2. These obligations do not apply with respect to goods, or portions or components of the Products (i) not supplied by Pod Group, (ii) not developed by Pod Group, (iii) modified or made in whole or in part in accordance with the Customer's instructions or specifications, (iv) that are modified after delivery, (v) combined with other products, processes or materials where the alleged infringement relates to such combination, (vi) where the Customer (or its customers) continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vii) where the Customer's use of the Products is not strictly in accordance with this Agreement.

14.3. If, due to a claim of infringement, the Products are held by a court of competent jurisdiction to be or are believed by Pod Group to be infringing, Pod Group may, at its option and expense (a) replace or modify the Products to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for the Customer a licence to continue using the Products, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement (or if applicable purchase order) and provide the Customer a refund of any prepaid, unused fees for the affected Products.

14.4. The Customer will indemnify and hold Pod Group (and its Affiliates and providers) harmless against all actions, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) related to the Customer's breach of this Agreement, including any negligent, grossly negligent, willful or unlawful actions or omissions by the Customer, or any claim or proceeding raised from its customers against Pod Group (or any of its Affiliates).

15.0 Limitations of Liability

15.1. Unless expressly stated in this Agreement all warranties, conditions and other terms implied by statute, applicable law or otherwise are, to the fullest extent permitted by law, excluded from it.

15.2. Nothing will limit or exclude the liability of either Party:

15.2.1. For death or personal injury caused by that Party's negligence; or

15.2.2. For fraud or fraudulent misrepresentation by that Party.

15.3. Neither Party will be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation (whether innocent or negligent) or otherwise for loss of profits; loss of business; depletion of goodwill or similar losses;

loss of anticipated savings; loss of goods; loss of use; loss or corruption of data or information; or any special, indirect, performance related, consequential or pure economic loss, costs, damages, charges or expenses.

15.4. In no event will Pod Group be liable to the Customer or any third-party, (a) for any error or interruption or loss of use, loss or inaccuracy or corruption of data, delays in operation or transmission, any failure or degradation or performance, or cost of substitute goods, services or technology, interruption or loss of business, or (b) in connection with the Customers (or any permitted party's) access or use or inability to access or use the alerts application, the Products, or any third party content and services, or (c) for any direct, indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the firm of action, whether in contract, tort, (including negligence), strict product liability or otherwise, or (c) together with amounts associated with all other claims exceed the fees paid by the Customer to Pod Group for the Products under this Agreement in the past twelve months (or GBP £10,000, whichever is the lesser amount) prior to the act that gave rise to the liability), in each case, whether or not Pod Group has been advised of the possibility of such damages.

16.0 Service Suspension and Termination

16.1. Pod Group may at any time suspend any of its service:

16.1.1. If it is obliged to comply with an order, instruction or request of government, or emergency services organisation, or other competent administrative authority.

16.1.2. It needs to carry out work related to exceptional upgrading or maintenance of its facilities where those facilities must cease operation.

16.1.3. To prevent damage or degradation of Pod Group's contracting party's network integrity which may be caused by whichever reason.

16.1.4. For behaviour that in Pod Group's reasonable discretion may be deemed to be illegal.

16.1.5. To protect Pod Group, at its sole discretion, from legal liability which relates to a breach of obligation and/or warranties by the Customer.

16.1.6. In case of notifications or signs of fraud or abuse of service.

16.1.7. The services of one or more of the MNOs upon which the provision of the Product hereunder is dependent suspends its provision of those services to Pod Group under the terms of its or their relevant agreement(s) with Pod Group.

16.1.8. If payments have not been made in accordance with this Agreement.

16.2. This Agreement may be terminated prior to expiration of the Term by notice in writing as follows:

16.2.1. By either Party if the other Party has failed to perform any material obligation under this Agreement and such failure is not corrected with thirty (30) days from receipt of written notice from the other Party advising of such failure.

16.2.2. By the Customer after a period of thirty (30) days in the event of a significant change in price, as set out in clause 4.11.

16.2.3. By Pod Group by immediate notice:

i. If one or more of the MNOs upon which the provision of services hereunder is dependent terminates its provision of those services to Pod Group under the terms of its or their relevant agreement(s) with Pod Group.

ii. If the Customer is in Material Breach of its obligations under clauses 6.1, 6.2, 6.3, 6.5, 6.7, 6.9 above.

16.2.4. By either Party if the other Party (being a company) enters into liquidation (other than for the purposes of a bona fide reconstruction or amalgamation), enters into a voluntary arrangement with its creditors, has a receiver, administrative receiver or administrator of all or any of its undertakings or assets appointed, or is deemed by the relevant statutory provisions under the applicable law to be unable to pay its debts or (if a non UK national or corporation) shall suffer anything analogous to these matters to occur to him or it.

16.3. If the Agreement is terminated (or expires):

16.3.1. All sections of this Agreement which by their nature should survive termination will do so, including accrued rights to confidentiality obligations, non-infringement of Intellectual Property Rights, warrants, indemnification, and limitations of liability. Any such accrued rights, or the continuation of any provision stated to survive after termination or implicitly surviving termination will not be affected or prejudiced.

16.3.2. The Customer will pay in full for the Products up to and including the last day on which they are provided. All outstanding balances will be due immediately.

16.3.3. Neither Party will take any action that would cause confusion regarding the nature of their business relationship.

16.3.4. All rights and licence granted to the Customer under this Agreement will end.

17.0 Anti-Bribery and Corruption

17.1. The Parties will:

17.1.1. Comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the UK Bribery Act 2010 ("Bribery Act") and the US Foreign Corrupt Practices Act of 1977.

17.1.2. Not engage in any activity that would constitute an offence under sections 1, 2 or 6 of the Bribery Act if such activity, practice, or conduct had been carried out in the UK; and

17.2. The Customer warrants that it, its directors, its officers, and its key employees connected with this Agreement have in the last six years:

17.2.1. Not been convicted of any offence involving bribery, corruption or money laundering; or

17.2.2. Not been or are connected with any investigation or proceedings by any government or regulatory body relating to an offence or alleged offence involving bribery, corruption or money laundering.

17.3. The Customer warrants that no Public Official will receive a benefit connected with this Agreement which would breach these terms, or which would subject Pod Group (or its Affiliates) to a fine or criminal liability.

17.4. Pod Group may terminate this Agreement, with immediate effect if:

17.4.1. The Customer fails to comply with these obligations or fails to satisfy Pod Group that it has complied with them; or becomes designated as a Restricted Persons. Both will be considered a Material Breach.

18.0 Disclosures

18.1. The Customer agrees to:

18.1.1. The disclosure to any telecommunications company, debt collection agency, credit reference agency, credit or fraud monitoring scheme, security agency or credit provider of any information relating to the Customer's performance in meeting its obligations under this Agreement.

18.1.2. Any disclosure as may be required by Pod Group's obligations under any applicable regulatory requirement, including Data Protection Laws.

18.1.3. Any disclosure required as the result of an order of any court of competent jurisdiction or by statutory authority.

19.0 Emergency Calls

19.1. The Customer expressly acknowledges that the Products, whether for mobile or fixed devices, are not intended, designed or fit for placing, carrying or supporting any call to any emergency service or any call for the purpose of obtaining assistance, help or aid in the event of an emergency.

19.2. Neither Pod Group, nor any of its Affiliates, agent, partners or employees are or will be liable to the Customer or any third party in any respect for any costs or damages arising either directly or indirectly from the use of the Products for emergency calls, including calls to emergency service and calls for the purpose of obtaining assistance, help of aid in the event of any emergency.

20.0 High Risk Use

20.1. The Customer acknowledges that the Products are not designed, manufactured, or intended for use in hazardous environments requiring fail-safe performance where the failure of the Products could lead directly to death, personal injury, or significant physical or environmental damage ("High Risk Activities"). The Customer acknowledges that the **use of the Products in High Risk Activities is not authorised**.

20.2. The Customer therefore agrees that the use of the Products for any High Risk Activities, without the prior express written consent of a Podsystem Limited Director, will be at the Customer's risk. The Customer further agrees to defend and hold Pod Group (and its Affiliates) harmless from any claim for loss, costs, damage, expense or other liabilities which may arise out of or in connection with the use by the Customer or its customers of the Products for, or in connection with, High Risk Activities.

21.0 Force Majeure

21.1. A Party will not be in breach of this Agreement or liable for any delay in performing, or failing to perform, any of its obligations if the delay results from circumstances beyond its control. This will include:

21.1.1. Any act of God, war, riot, civil commotion, malicious damage, fire, flood, storm, compliance with any law or formal judicial or administrative order, or accident.

21.1.2. Breakdown of its machinery, failure of its suppliers to perform or sub-contractors strikes, failure of a utility service or transport or telecommunications network.

21.1.3. The delay of any trial or test caused by adverse weather or unsafe conditions.

21.1.4. The acts or omissions of the other Party or any MNO.

21.2. If a delay occurs, the affected Party will provide full details to the other Party and will take reasonable steps to mitigate the delay. The performance of this Agreement will be suspended for the duration of the delay.

21.3. If this occurs the other Party will give the affected Party a reasonable extension of time to perform its obligations. If this delay continues for thirty (30) days, the other Party may choose to terminate this Agreement by giving the affected Party thirty (30) days written notice.

22.0 Our Relationship

22.1. This Agreement does not constitute either of us the agent of the other, or create a partnership, joint venturer or similar relationship between us. Neither of us will have the power to oblige or bind the other or to create a liability against the other in any manner or for any purpose, except as expressly provided for in this Agreement.

23.0 Variation

23.1. Except in relation to Pod Groups rights under Clause 2.5, no changes to this Agreement will be valid unless the changes are in writing and signed by the Authorised Representatives of each Party.

24.0 Waiver

24.1. No failure or delay by a Party to use any right or remedy provided under this Agreement or by law will constitute a waiver of that right or remedy, nor will it prevent or restrict the further use of that right or remedy or any other right or remedy.

24.2. No use or partial use of such right or remedy will prevent or restrict the further use of that or any other right or remedy.

25.0 Enforceability

25.1. If any provision of this Agreement is unenforceable, the Parties (or, if we cannot agree, a court) will revise it so that it can be enforced. Even if no revision is possible, the rest of this Agreement will remain in place.

26.0 Notices

26.1. Except if stated otherwise, notices will be given in writing, in the English language, and will be delivered by courier delivery service or email (in the form of a pdf) at its principal place of business or email address. In the case of Pod Group all notices will be directed to the address or email below.

For the attention of: Legal Team

Address: Pod Group, Whiteleaf Business Centre, 11 Little Balmer,
Buckingham Industrial Estate, Buckingham, Bucks, MK18
1TF
Email: legal@podgroup.com

26.2. Notices will be received:

- 26.2.1.** If sent by courier delivery service, at the time the notice is recorded by the delivery service as being left at the stated address above; or
- 26.2.2.** If sent by email, upon receipt, provided that notice is also given by courier delivery service.

27.0 **Assignment**

- 27.1.** Pod Group may, at any time, assign, transfer, or novate any of its rights or obligations to any person, firm or company, without the consent of the Customer.
- 27.2.** The Customer will not assign or transfer its any of its rights or obligations to any third party (including but not limited to an Affiliate) under this Agreement, without Pod Group's prior written consent. Any assignment or transfer without Pod Group's written consent will be void and have no legal effect.

28.0 **Severance**

- 28.1.** If any part of this Agreement is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent required to make it valid, legal and enforceable.
- 28.2.** If it cannot be modified the relevant part will be deemed deleted. Any modification to the Agreement permitted under this Clause will not affect the validity or enforceability of the rest of this Agreement.
- 28.3.** If a Party gives notice to the other Party that part of this Agreement may be invalid, illegal or unenforceable, the Parties will negotiate in good faith to amend it so that it is legal, valid and enforceable, and to the greatest extent possible, achieves the intended commercial result of the original part of the Agreement.

29.0 **Miscellaneous**

- 29.1.** Only we have the right to enforce any part of this Agreement.
- 29.2.** The rights and remedies of this Agreement are in addition to those provided by law.
- 29.3.** This Agreement forms the entire agreement between us, and it supersedes all previous agreements, previous versions of this Agreement and understandings connected with its subject matter, and, except in the case of fraud or fraudulent misrepresentation, neither Party will be entitled to rely on any agreement, understanding, representation or arrangement which is not expressly set out within this Agreement.
- 29.4.** Neither of us has relied on any representation or promise except as expressly written in this Agreement.
- 29.5.** No evidence of alleged prior dealings, usages of trade or course of dealing or performance will be accepted to:
- 29.5.1.** Apply any unwritten term to this Agreement; or
- 29.5.2.** Modify, add or contradict the terms and conditions in this Agreement; or
- 29.5.3.** Insert any obligation different to the terms and conditions written in this Agreement.
- 29.6.** The Customer will maintain, at its own expense, insurance policies which are appropriate for its level of obligation and liability in relation to this Agreement, including insurances to cover any liability in connection with your obligations.
- 29.7.** Any operating expenses or costs incurred by the Customer in its contemplation or performance of this Agreement, including any banking charges, wire transfer fees and other costs associated with making payment, and taxes (not Pod Group's income taxes) will be borne by the Customer.
- 29.8.** Pod Group gives no guarantee on the quality, accuracy or validity of the services or products provided by third parties.
- 29.9.** Pod Group does not accept any liability for any action, choice or purchase made by the Customer, which is based on any recommendation or advice provided by Pod Group.

- 29.10.** Pod Group's (and its Affiliates) default position is that its staff should always be treated courteously and with respect for the work they are doing. If a Customer directs abusive behaviour, directly or indirectly, to any Pod Group staff (or the staff of its Affiliates) in any form (which includes offensive behaviour, derogatory remarks and disruptive acts amounting to verbal and emotional abuse, sexually inappropriate comments and behaviour, racist and discriminatory abuse, threats of physical violence, aggressive and violent behaviour), Pod Group will reserve the right to immediately suspend all or part of the Product(s) it provides to that Customer until further notice without incurring any liability, subject to the terms stated in Clause 15.0.

30.0 **Dispute Resolution**

- 30.1.** Disputes will be settled by friendly negotiations. If we do not resolve the dispute in thirty days, the case will be submitted to:
- 30.1.1.** If you reside in North America (inclusive of United States, Canada, United States territories): the American Arbitration Association ("AAA") for arbitration which will be conducted in California, in accordance with the AAA's arbitration rules.
- 30.1.2.** If you reside in Asia: the Hong Kong International Arbitration Centre ("HKIAC") for arbitration which will be conducted in Hong Kong, in accordance with the HKIAC's arbitration rules.
- 30.1.3.** If you reside outside of North America and Asia: the London Court of International Arbitration ("LCIA") for arbitration, which will be conducted in London, UK in accordance with the LCIA's arbitration rules.
- 30.2.** In any case the language of arbitration will be English.

31.0 **Governing Law**

This Agreement and any disputes or claims connected with it (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the jurisdiction stated at the beginning of the Agreement, without regard to conflicts of laws principles that would require the application of any other law. For the avoidance of doubt, United Nations Convention on the International Sale of Goods (UNCISG) will not apply to the Agreement.

Customer Contact Information

Registered Company Name:	
Registered Address:	
Incorporation/Company Number:	
Tax ID/VAT number:	
Billing Address:	
Accounts Team Contact:	
Accounts Team Email:	

**This Agreement entered into by the authorised representatives of the Parties on
,2021 ("Effective Date"):**

For and on behalf of
Pod Group

For and behalf of
Customer

Signed:

Signed:

Name:

Name: