

Hyper Network Group  
Limited

# Product Schedule

**Webbing Services**  
English/UK

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# Hyper Network Group Product Schedules

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Hyper Network Group Limited, a company, duly formed and operating under the laws of England and Wales hereinafter referred to as 'Hyper Logical'.

The Products that Hyper Logical delivers are subject to and governed by the General Terms as supplemented by the additional terms as set out in the relevant Product Schedules in respect of specific Products that the Customer orders from the Hyper Logical from time to time.

By ordering Services, the Customer agrees to be bound by the additional terms and conditions set out in this Product Schedule for the use of the relevant Webbing Services from the relevant Service Start Date(s).

Save as expressly amended in respect of the Webbing Services set out in this Product Schedule, all other provisions of the General Terms (and any Order form or Tariff Addendums) shall continue in full force and effect without amendment.

## Disclaimer of promotional materials

The presentation of Products on Hyper Logical's website does not constitute a legally binding offer, but a non-binding online catalogue. Hyper Logical's commitments on the specification and/or quality of Products shall be exclusively as set out in the relevant Agreement between Hyper Logical and the Customer. No public statement, promotion or advertising will constitute any contractual commitment from Hyper Logical in respect of the specification and/or quality of any Product(s).

Unless expressly agreed otherwise in writing, the samples that Hyper Logical provides to the Customer before or on the Agreement entering into force are only illustrative samples for the sole purpose of giving an approximate character of the relevant Product(s). The Agreement is not a sale by sample.

## Special Conditions

Hyper Logical may agree that certain special conditions apply to the provision of the Connectivity Services as set out in the Master Agreement Form. Where these special conditions apply, they will take precedence over the terms of this Product Schedule to the extent applicable (in accordance with clause 1.4 (Structure) of the General Terms).

# Ordering Process

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## New Customers

New Customers will be provided with a quote by Hyper Logical's sales team.

To submit an Order, new Customers will be required to enter into a Master Agreement Form and place an Order as advised by Hyper Logical.

## Existing Customers

Where a Customer has a valid Master Agreement Form covering the relevant Product(s) that the Customer wishes to Order, the Customer must place an order by completing the relevant order form for the Webbing Services.

Save to the extent that the Customer is acting as a Reseller, the Customer must not place Orders for Product(s) on behalf of any third parties, including members of the Customer's Group, as Hyper Logical requires that a valid Master Agreement Form covering the relevant Product(s) is in place with each recipient of any Products. The Customer should discuss any of its Group members' requirements for Products with the relevant Hyper Logical Account Manager.

By placing an Order, the Customer submits an offer to Hyper Logical to provide the relevant Product(s) to the Customer. Any automated e-mail acknowledgement sent by Hyper Logical confirming receipt of the Customer's Order is not a declaration of acceptance for the purpose of forming a binding commitment on Hyper Logical. An Order will be deemed accepted by Hyper Logical in accordance with clause 3.2 (Orders) of the General Terms. For the avoidance of doubt, Hyper Logical is under no obligation to accept the Order.

Hyper Logical's acceptance of each Order will be subject to credit checking in accordance with the General Terms.

# Trial Services

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## Trial Service

Hyper Logical, at its absolute discretion, offers the following trials relating to Connectivity Services to enable the Customer to test SIMs and related Hardware:

- **Free of Charge Trial** – A Free of Charge Trial is a short term trial service as specified by Hyper Logical in writing; no line rental is charged to the Customer for the duration of the Trial Service and Hyper Logical can terminate the Trial Service at any time for any reason immediately by giving written notice to the Customer. On expiry of the Trial Service, the Trial Service will immediately cease.
- **“Trial Term + Minimum Contract Term (MCT)” Trial** – Under a Trial Term + MCT Trial, the Services are provided on a trial basis (“**Trial Services**”) for the period of months indicated in the Master Agreement Form or the Order (as applicable) (the “**Trial Term**”). On expiry of the Trial Term, the Agreement will automatically enter the Minimum Contract Term applicable to the relevant Connectivity Service(s) unless the Customer gives written notice to Hyper Logical prior to the end of the Trial Term stating that it does not wish the Trial Services to continue, such notice to be received by Hyper Logical no later than one day (24 hours) before the end of the Trial Term. Connectivity Services (relating only to SIMs that the Customer has requested) will be connected at the start of the Trial Term and will constitute Trial Services that benefit from the Trial Term. For the avoidance of doubt, if the Agreement continues after the Trial Term, any additional SIMs will be subject to the Minimum Contract Term stated under the Agreement.

*E.g. Trial term of 2 months where written as '2+12' in the Master Agreement Form or the Order Form: the Minimum Contract Term of 12 months will commence automatically on expiry of the 2 month trial period. New SIMs connected after the start of the trial would be subject to a Minimum Contract Term of 12 months.*

# Webbing Service Terms

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Webbing is a partner of the Hyper Network Group and delivers innovative enterprise grade, global connectivity and IoT services. Webbing's wireless solutions are designed to provide reliable, secure and continuous internet connection between business, people and things wherever the device is located.

## 1 Webbing Services

- 1.1 **"Webbing Services"** are those services provided via Hyper Logical as detailed on the Tariff Addendum for Webbing Services.
- 1.2 The Webbing Services shall be purchased through Hyper Logical and are subject to and governed by the General Terms. The General Terms shall apply alongside these terms as if they were set out within them, including, without limitation, each party's obligations in respect of confidentiality, data protection and limitations of liability.
- 1.3 References to "Webbing Product Schedule" in this Product Schedule is to any service schedule issued by Webbing for the Webbing Services – the relevant terms will be issued via Hyper Logical to a customer of the Webbing Services.
- 1.4 Reference to End User in this Product Schedule includes any End User of the Webbing Services and the obligations of the Customer and any Customer Entities contained in the General Terms shall be deemed to apply to the use of the Webbing Services.
- 1.5 Customers agree to incorporate into any agreement with its End Users the relevant terms and compliance obligations included in the Webbing Services – specific use terms and Acceptable Use Policy set out in this Product Schedule.

The following terms and definitions apply to the provision of Webbing Services:

- **"Delivery Address"** has the meaning given to it in paragraph 4.1;
- **"Existing Customer"** has the meaning given to it in paragraph 13.1(i);
- **"Fault"** has the meaning given to it in paragraph **Error! Reference source not found.**;
- **"New Customer"** has the meaning given to it in paragraph 13.1(i);
- **"SM-SR"** means Subscription Manager Secure Routing, as described in the GSMA Remote Provisioning Architecture for Embedded UICC Technical Specification;
- **"Transfer Date"** has the meaning given to it in paragraph 13.1(iv);
- **"Transferring SIMs"** has the meaning given to it in paragraph 13.1(i);
- **"Webbing from Hyper Logical Support Definitions and SLAs"** means the service level terms and conditions available from the Website.

## 2 SIM Management

- 2.1 Hyper Logical may provide access to its Platform(s) (including the MyWebbing portal) for use by the Customer (and, where permitted by Hyper Logical in writing, certain other Customer Entities) in accordance with the Connectivity Management Platform Terms set out below to provide the Customer with an ability to manage its estate of SIMs and Connectivity Services. It is the Customer's responsibility to manage its SIMs and Connectivity Services via the relevant Platform directly (including management of user access and permissions) or, where relevant, via the APIs made available by Hyper Logical.
- 2.2 Hyper Logical's support for SIMs is set out in the 'Webbing from Hyper Logical Support Definitions and SLAs' available on the Website.

- 2.3 Certain device requirements apply to the Webbing Services. Customers devices for Webbing Services have to go through a device onboarding process which will indicate if they are fit for use on the chosen network. Hyper Logical reserves the right to not continue with Customer devices that are not compatible as indicated by the onboarding process. In addition, all Customer devices must meet the "[Requirements for Customer Entity end devices \(M2M communication modules\)](#)" section of these Webbing Services terms.

### 3 SIM Status

- 3.1 On the Master Agreement Form, or by such other method as Hyper Logical directs from time to time, the Customer shall indicate which of the following states the Customer requires the SIM Cards to be delivered in and the Customer agrees to pay the Charges that apply to the Tariff selected on activation of the SIM Card:
- (a) **"Inactive"** where the SIM Card (s) is delivered inactive. The Customer requests activation, either via email to [hello@hyperlogical.com](mailto:hello@hyperlogical.com) or through the SimSonic Platform, and the Charges and Minimum Contract Term shall apply from the date the Customer is notified the SIM Card is active on the Network.
  - (b) **"Active-Test"** where the SIM Card(s) shall be delivered active and the Charges shall be payable from the date that the data threshold is met as listed in the Tariff Addendum for the relevant SIM Card. Any SIMs shipped as Active Test are liable for the full Minimum Contract Term if cancelled at any point within this status.
  - (c) **"Suspended"** prevents any further usage charges on the SIMs whilst the SIMs are in this status, however Line Rental and any related Value Added Services will remain chargeable during this time.
- 3.2 Hyper Logical shall not be required to deliver any SIM Card(s) without the Customer indicating which state the SIM Card(s) are required as set out above.

### 4 Delivery of SIMs

- 4.1 SIMs will be delivered to the Customer (either by post or by other carrier) to the shipment/delivery address stated in the Master Agreement Form unless expressly agreed otherwise in writing ("**Delivery Address**").
- 4.2 The risk of loss of or damage to the SIMs shall pass to the Customer at the time the SIMs are delivered to the Delivery Address by or on behalf of Hyper Logical or its agent to the Customer.
- 4.3 Unless as part of a SIM Swap, all SIMs will be delivered to the Customer by tracked delivery methods and Hyper Logical will endeavour to provide the tracking information to the Customer.
- 4.4 If there is a failure to accept delivery of the SIM(s) at the Delivery Address by the Customer, Hyper Logical will attempt to re-deliver at the cost of the Customer, failing which Hyper Logical shall be entitled (without prejudice to any other rights it may have) to cancel the SIM(s) and/or store bulk orders for SIM(s) at the cost and risk of the Customer, until such time as the Customer contacts Hyper Logical and re-delivery has been successfully completed.
- 4.5 Hyper Logical shall take reasonable care to ensure that the SIM(s) are delivered to or collected by the postal authorities or other carriers in a condition suitable for delivery to the Delivery Address but subject thereto it accepts no Liability for damage to or loss or shortage of any SIM(s) occurring during the course of delivery or for any Losses arising directly or indirectly therefrom.
- 4.6 Any shortages of SIM(s) delivered to the Delivery Address must be notified to Hyper Logical in writing within two (2) Business Days of delivery to the Delivery Address. Hyper Logical will attempt to track the delivery, but this will be subject to the procedures of the postal authorities or other carriers.

- 4.7 Please be aware that the country in which the Customer is based may require payment of an import duty upon delivery. All prices quoted for Customers do not include duties or taxes unless expressly agreed in writing between the Parties.

## 5 Title

- 5.1 Notwithstanding the delivery and the passing of risk in the SIMs, all SIMs supplied to the Customer pursuant to the Agreement shall at all times remain the property of Hyper Logical or the relevant Network Provider that supplied such SIMs to Hyper Logical, unless otherwise expressly agreed with the Customer.

## 6 Charges

- 6.1 SIMs will be charged according to the Tariff Addendum.
- 6.2 The Charges payable in connection with Connectivity Services relate to the provision of the Services and, unless otherwise agreed in writing by Hyper Logical, do not relate to the sale of the related SIMs.
- 6.3 Please be aware that line rental is in advance or during the relevant month, and usage (including overage) is billed in arrears – *i.e. September's invoice will contain Line Rental for September and Usage for August.*
- 6.4 The Charges will include monthly recurring Charges for data usage per SIM and one-off Charges as applicable. The Customer will be responsible for the payment of all use and usage generated by means of each SIM.
- 6.5 **Roaming:** The Customer shall be responsible for all Charges incurred as a result of Roaming and it is the Customer's responsibility to ensure that each Customer Entity familiarises itself with the billing increments and the data usage Charges for Roaming SIMs (including eSIMs). Hyper Logical will have no Liability for any Roaming charges incurred as a result of the use of the Services.
- 6.6 **IMSI Landing Fee:** IMSI landing fees apply for certain providers and Network Operators. The fee applies each time the IMSI connects to the Network Operator specified. Where applicable, these fees will be notified to the Customer at the time of quoting. IMSI landing fees are subject to change and Hyper Logical will endeavour to give notice where possible. It is the responsibility of the Customer to pay the Charges for the applicable IMSI landing fee.

## 7 Tariff Changes

- 7.1 A Tariff Change for any of the SIMs provided under the Agreement will be subject to the approval of Hyper Logical (not to be unreasonably withheld).
- 7.2 Subject to paragraph 7.1, if a Customer has a Tariff Change, such Tariff Change shall be applicable with effect from a date as agreed by the Parties in writing either within the Platform, or by an updated Tariff Addendum and/or a Customer Solutions Addendum (or, if the SIM(s) change(s) Tariff to a Tariff as set out in an existing Tariff Addendum, an email is sufficient as confirmation of the Tariff Change).
- 7.3 When a Tariff Change occurs, the relevant SIMs shall be subject to a new Minimum Contract Term from the date the Tariff Change becomes effective (unless agreed otherwise) in accordance with this paragraph 7 and thereafter shall continue unless and until terminated by either Party in accordance with the General Terms.
- 7.4 and one (1) month will be deducted from the Customer's total Tariff Holiday allowance.

## 8 SIM changes

- 8.1 The Customer can request to perform a “**deactivate and replace**”. This consists of fully cancelling the existing SIM card (associated MSISDN and settings) and activating a new SIM as a new connection and assigning a new MSISDN. This will be reviewed on a case-

by-case basis by Hyper Logical and subject to its written approval (not to be unreasonably withheld or delayed). On activation of the replacement SIM provided pursuant to the deactivate and replace process, a new Minimum Contract Term will apply to that replacement SIM if the request is approved.

## 9 Usage Controls

9.1 Usage controls can be set by a Customer via the MyWebbing portal – these can be added per month or per day on the following basis (the Customer must select the time period when setting up usage controls on MyWebbing):

- (i) Usage controls are dependent on session closure; and
- (ii) any delay in call detail records (CDRs) being delivered can also affect controls being effectively applied and usage control will be removed after the time period that was selected by the Customer elapses.

9.2 Notwithstanding anything to the contrary in the General Terms but subject to clause 15.1 (Liability and Remedies) of the General Terms, the Customer's exclusive remedy to any overage incurred as a result of the failure of the Capping Service will be for Hyper Logical to refund the Charges paid by the Customer for the Capping Service for the month(s) in which the Capping Service failed to prevent such overage, not the overage itself. This reflects the pricing we are able to offer for the Capping Service.

## 10 Suspend SIMs

10.1 The Customer acknowledges that, if it requests a "suspend" to be applied to any SIM for any reason, that such suspend will become effective within the timescales set out in the 'Webbing from Hyper Logical Support Definitions and SLAs'. Hyper Logical will notify the Network Provider in accordance with the timescales set out in the 'Webbing from Hyper Logical Support Definitions and SLAs'.

10.2 The Customer acknowledges that it will be responsible for all Charges incurred up to a bar taking effect in accordance with the timeframe set out in this paragraph.

## 11 Warranty

11.1 Hyper Logical will use reasonable endeavours transfer to the Customer the benefits of all warranties or guarantees in relation to the SIMs which Hyper Logical receives from the relevant Network Provider(s) (subject to the terms and limitations of such warranties).

11.2 To the maximum extent permitted by Applicable Law, this paragraph sets out the Customer's exclusive remedies for any failure to meet a SIM warranty. Hyper Logical is not responsible for any costs of recalling the Customer devices or any other Losses, including returning, reworking and replacing devices or any associated labour costs incurred by the Customer.

## 12 Faulty SIMs

12.1 Hyper Logical shall provide first line support to the Customer as set out in the 'Webbing from Hyper Logical Support Definitions and SLAs'.

12.2 The Customer can report issues to Hyper Logical's customer facing support between the hours of 09.00 to 18.00 (GMT) Monday to Thursday and 09.00 to 17.00 (GMT) on Friday. The service is only available on Business Days.

12.3 Upon receipt of a Customer report that a SIM has developed any Fault, Hyper Logical's Customer Success Team shall, so far as they are able, take such steps to resolve the relevant Fault, including remotely resetting the SIM.

## 13 Transfer of SIMs

### 13.1 **Change of ownership of SIMs (from the Customer to another Hyper Logical customer):**

The Customer can apply to transfer the mobile phone number relating to a SIM that is connected to a Network Provider under the Agreement to another Hyper Logical customer (for example as part of a transfer of ownership of the Customer). In such circumstances, the following terms shall apply:

- (i) Hyper Logical must expressly agree to such transfer. Hyper Logical requires agreement in writing both by the Customer (“**Existing Customer**”) and the replacement customer (“**New Customer**”) by which the Existing Customer authorises Hyper Logical to transfer the SIMs listed by the Existing Customer (“**Transferring SIMs**”) to the New Customer, and by which the New Customer acknowledges and agrees that the Transferring SIMs shall be: (a) governed by Hyper Logical’s General Terms and Product Schedules, and (b) that it will be liable for all Charges and Losses associated with the Transferring SIMs from, and including, the Transfer Date, and connected under such further full Minimum Contract Term (as required by a Tariff Addendum).
- (ii) If Hyper Logical agrees to the transfer, the normal process is for the Transferring SIMs to be resigned for a new Minimum Contract Term (as set out in paragraph (i) above). If the New Customer does not wish for the Transferring SIMs to be resigned for a new Minimum Contract Term, Hyper Logical reserves the right to apply an administrative fee (as set out in the Price List) for the transfer of SIMs and/or Connectivity Services to the New Customer.
- (iii) Where Hyper Logical agrees to a SIM transfer, no assignment of any outstanding payments or balances incurred by the Existing Customer prior to the Transfer Date will be permitted. Hyper Logical will require, as a condition to the transfer, that all amounts due and all amounts for usage (including the sums that have not yet fallen due) must be paid. Hyper Logical reserves the right to perform a credit check and impose a credit limit on the New Customer.
- (iv) The approved SIM transfer shall commence on set transfer date agreed in writing between Hyper Logical, the Existing Customer and the New Customer (“**Transfer Date**”). The Transferring SIMs must be transferred by the Existing Customer to the New Customer by the Transfer Date.
- (v) The Parties agree that Hyper Logical will not be required to transfer the Transferring SIMs until it has received:
  - a) written authorisation to do so from the Existing Customer and New Customer by receipt of a Change of Ownership Form signed by each of the relevant parties; and
  - b) payment of outstanding amounts due and payable by the Existing Customer in accordance with paragraph 13.1(iii) above.The Existing Customer will remain liable for any Charges incurred up until requirements (a) and (b) have been satisfied in full. Upon completion of the transfer, Hyper Logical will use the Transfer Date as the date to calculate the final bill of the Existing Customer.
- (vi) The Customer acknowledges and accepts that, where it is the Existing Customer in relation to Transferring SIMs, it will be responsible for all Charges and Liabilities up to and until the Transfer Date in accordance with the Agreement (acknowledging that usage is billed by Hyper Logical in arrears).
- (vii) The Customer acknowledges and accepts that, where it is the New Customer in relation to Transferring SIMs:
  - a) it must ensure that the relevant usage alerts and contacts are set up on the Platform for the transferred Tariffs created in the Tariff Addendum;
  - b) from the Transfer Date, it accepts the Transferring SIMs from the Existing Customer from the Transfer Date and authorises Hyper Logical to transfer the Transferring SIMs to its account from the Transfer Date.

- (viii) Hyper Logical shall confirm to the Existing Customer and New Customer when the transfer has taken place successfully.
  - (ix) Nothing in this paragraph 13.1 shall affect or prejudice any claim or demand that Hyper Logical and the Existing Customer may have against the other relating to matters occurring before the Transfer Date.
- 13.2 **Port request:** The Customer can apply to port the **mobile phone number** relating to a SIM that is connected to the Network under the Agreement with Hyper Logical to another Network Provider. In such circumstances, Hyper Logical shall transfer Customer's telephone number(s) to Customer's nominated network operator for Customer's use according to Applicable Law and subject to any technical limitations. Hyper Logical reserves the right to charge the Customer an administration Charge per SIM in addition to any charges for termination charged by the relevant Network Provider that may be applicable and levied by that Network Provider against Hyper Logical.
- 13.3 **Transfer of SIM Cards to or from another IOT Provider:** This is different from transferring the mobile phone number (as above) and we deem this a "migration" or "novation" of the SIMs. There may be limitations to this transfer and this should be discussed with your Hyper Logical Account Manager.

## 14 Deactivate and Cancel Process

- 14.1 In order to deactivate and cancel SIMs and Connectivity Services (including pursuant to clause 23.1 and 23.2 (Termination) of the General Terms), the Customer must submit a Cancellation Request via the email to [customerservice@hyperlogical.com](mailto:customerservice@hyperlogical.com).
- 14.2 The Customer acknowledges that once a SIM and/or Connectivity Service is deactivated and cancelled, it may not be possible to reactivate such SIM or Connectivity Services as in some cases the Network Provider will remove or purge the SIM from its Network (please see below). If it is possible to reactivate a SIM, a new Minimum Contract Term will apply to that SIM from the date of reactivation.
- 14.3 In respect of the cancellation of Remote SIM Provisioning Services, the Customer must either return to Hyper Logical or enable Hyper Logical to retrieve the Profiles on any terminated SIM(s) and/or Connectivity Services. Failure to do so will incur Charges until the Profile is obtained by Hyper Logical.

## 15 Purged SIMs

- 15.1 'Purged' is a term used by the Network, when a SIM enters an idle state. A SIM may enter a "purged" status as decided by the Network for reasons including opening up capacity for other users (where the Network will periodically remove users from cell sites if connectivity is not frequently shown by the SIM); if it has been idle for a significant period; or if the SIM is no longer in a device.
- 15.2 When a SIM is purged, the Network Provider is unable to process traffic to or from the SIM. On certain Networks, Hyper Logical is unable to process refreshes (and, therefore, provide Connectivity Services in relation to the relevant SIM) once the SIM has gone into a purged state. If the Customer has access to the device associated with the SIM, there are several exercises that Customers can undertake to attempt to clear the status manually: (i) force the device to switch between bearer services (2G, 3G and 4G); (ii) reboot/power cycle the device by turning it off and on; and/or (iii) remove the SIM from the device and test both GSM and GPRS using a dongle or mobile phone.
- 15.3 Hyper Logical accepts no Liability arising from the Network's decision to purge a SIM. This is done at a Network level and Hyper Logical has no control if a Network decides to purge a SIM.

# Webbing Services – specific use terms

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## 1 Use of the Webbing Services

- 1.1 The Customer agrees to include in its contracts with End Users, at a minimum, requirements having substantially the same effect as those terms set out in this section (“**End User Terms**”), and to enforce the End User Terms.
- 1.2 The Customer shall enforce the Acceptable Use Policy against its End Users and shall act promptly to remedy any violation of the Acceptable Use Policy by an End User.
- 1.3 In addition to the rights of suspension in the General Terms, Hyper Logical reserves the right to suspend or terminate the Services in respect of that End User subject to having given the Customer a period of not less than 35 days to remedy any such breach.

## 2 Service Levels and Support

- 2.1 The Customer’s and Hyper Logical’s respective general support responsibilities in relation to the Services are defined in the Webbing services guide which may be issued from time to time from Hyper Logical to the Customer, including any service-specific support responsibilities.
- 2.2 Hyper Logical’s support for SIMs is set out in the 'Webbing from Hyper Logical Support Definitions and SLAs' available on the Website.

## 3 Webbing, Customer and End-User Contract

The End User understands that its service agreement is exclusively between itself and the Customer, that there is no privity of contract and therefore no contractual relationship between itself and Hyper Logical or Webbing, and that where Hyper Logical or Webbing acts it does so on behalf of the Customer.

## 4 Intellectual Property

- 4.1 The Customer acknowledges and agrees that the name “Webbing” as well as all related marks, logos, and designs are service marks, trademarks, and trade names of Webbing (the “**Webbing Trademarks**”).
- 4.2 Hyper Logical may supply to the Customer, during the term of this Agreement, marketing and other material displaying a Webbing Trademark. Hyper Logical (on behalf of Webbing) hereby grants to the Customer a non-exclusive, non-transferable, non-assignable licence, during the term of the relevant Webbing Services to use those Webbing Trademarks (in the agreed style) in the marketing and sale of the Webbing Services and the Customer agrees to use such Webbing Trademarks solely in relation to those Webbing Services.
- 4.3 The Customer shall comply with the terms of Webbing’s trade mark and logo guidelines in effect from time to time, as communicated by Hyper Logical to the Customer. The Customer shall not remove, alter or obliterate any Webbing Trademark nor cause the same to be removed, altered or obliterated. The Customer agrees not to use the Webbing Trademarks in connection with any other products or services.

## 5 Customer Data

- 5.1 The Customer acknowledges and agrees that certain data of the Customer may be passed by Hyper Logical to Webbing (a group company) to manage the Webbing Services, including maintenance information. This may include names, email addresses and SIM information of the Customer and business contact information of End Users if applicable.
- 5.2 In accordance with clause 21.5 (Data Protection) of the General Terms, the Customer consents to Hyper Logical appointing Webbing as a Sub-Processor of Personal Data for the purpose of managing the Webbing Services in the background.
- 5.3 Hyper Logical confirms that it has entered with Webbing into a written intra-group data processing agreement incorporating terms which are substantially similar to those set out in clause 21.5 (Data Protection) of the General Terms and which Hyper Logical undertakes reflect and will continue to reflect the requirements of the Data Protection Laws. Hyper Logical shall remain fully liable for all acts or omissions of Webbing in respect of any Customer data provided to it for sub-processing.

## 6 Termination of Webbing Services

- 6.1 Webbing Services commence and continue for the period specified in the Tariff Addendum with the Customer. This will be for a rolling period of 30 days unless otherwise specified.
- 6.2 If the Customer wishes to terminate a Webbing Service, it must serve a Cancellation Request on Hyper Logical by sending an email to [cease@Webbing.co.uk](mailto:cease@Webbing.co.uk).
- 6.3 In a variation from the General Terms and unless otherwise specified in the Webbing Services Order Form, the Cancellation Request notice required for each Webbing Service is not less than thirty (30) days.

# Remote SIM Provisioning Services

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In respect of Remote SIM Provisioning Services as Connectivity Services, the following words and phrases will have the meanings given below, unless the context in which they are used requires a different meaning:

- **“Bootstrap Profile”** means the initial Network Provider Profile installed as part of the Remote SIM Provisioning Services during manufacture of the SIM. The Bootstrap Profile may also be the Fallback Profile;
- **“Customer Device”** meaning the Customer's device that contains the Remote SIM Provisioning Services, including cellular terminals and GPRS modules which the device shall comply with: (i) any relevant applicable local standards or guidelines (as updated, reissued and implemented from time to time) as well as (ii) with the 3GPP series 34 TS and in case of LTE, 3GPP TS 36 to ensure compatibility with the Services and the Connection and (iii) with the GSMA Remote Provisioning Architecture for Embedded UICC Technical Specification Version 3.1;
- **“Fallback Profile”** means the Profile that under certain conditions can become active when connectivity is not available or allowed on the active Profile or should the update of a SIM fail during the SIM Localisation process;
- **“Localisation”** means the process by which a Profile is downloaded or enabled on a SIM;
- **“Remote SIM Provisioning Services”** means technology that provides the secure mechanism to download additional Network Provider Profiles on SIMs, to swap between Profiles and to delete Profiles;
- **“Territory”** means the countries and/or regions in which Hyper Logical has agreed in writing to supply the Connectivity Services;
- **“Hyper Logical Profile”** means the SIM profile belonging to Hyper Logical which is on each SIM supplied by Hyper Logical, as determined by Hyper Logical in its sole discretion.

## 1 Services

- 1.1 For the purposes of the definition of Connectivity Services in the General Terms, the Services provided for Remote SIM Provisioning Services are the provision of connectivity services tied to a Profile, which consists of a SIM and/or Profile with global cellular network services via which the Customer uses the Connectivity Services within the Territory.
- 1.2 The service terms for SIMs and Connectivity Services as set out in this Product Schedule shall apply to the SIM(s) connected for the Remote SIM Provisioning Services, unless otherwise specified in these Remote SIM Provisioning Services terms.
- 1.3 Hyper Logical will use its reasonable endeavours to provide the Customer with the Connectivity Services based on the capabilities of the SIM and the proposition selected by the Customer. The Customer accepts that occasionally there may be constraints on Hyper Logical providing Remote SIM Provisioning Services due to limitations of Network Providers.
- 1.4 **Start of the Services:** Without prejudice to paragraph 2 below, the Services shall commence immediately from the Service Start Date.

## 2 Delivery

The SIM will be delivered to the Customer as activated on the SIM provided or over the air to the Customer via the Platform as may be applicable. References to “delivery” of the SIMs comprised in the Remote SIM Provisioning Service in this Product Schedule shall be deemed to have occurred once the SIM has been provided over the air where this method is used.

Hyper Logical will have no Liability if the Customer is unable to connect to download the Profile.

## 3 Title

Profiles supplied to the Customer pursuant to the Agreement shall at all times remain the property of Hyper Logical or the Network Provider and at no time shall title or property in a Profile transfer to a Customer Entity.

## 4 Use

In addition to the obligations contained in the General Terms or Acceptable Use Policy, the Customer:

- 4.1 must comply with any instructions or conditions informed to it by Hyper Logical and/or the Network Providers, related to the use of SIMs and/or Profiles;
- 4.2 shall not resell the SIMs and/or Profiles to End Users without the express permission of Hyper Logical;
- 4.3 shall properly protect the SIMs and Profiles against any unauthorised use, theft or damage and shall not impair or damage or alter the SIMs or Profiles in any way. Immediately upon first request from Hyper Logical, the Customer must immediately block the Service for certain countries as required by Hyper Logical and/or Public Mobile Network (PMN);
- 4.4 is not permitted to disclose the SIMs or Profiles security codes and/or resources to third parties;
- 4.5 shall prevent, investigate and terminate cases of (actual and/or suspected) fraud or other irregularities related to the use of SIMs and Profiles including the use related to premium rate numbers and will duly notify Hyper Logical of any issues as soon as it becomes aware. Until Hyper Logical is notified in writing, the Customer shall remain liable for the Charges incurred.

## 5 Customer Devices

- 5.1 Some elements of the Connectivity Services may depend on the presence of certain peripheral devices, hardware, facilities, materials or (internal) connections. Hyper Logical cannot guarantee the compatibility of any Customer Device with a SIM or Connectivity Service. Unless otherwise agreed in writing, the Customer is responsible for the timely availability, installation, operation, maintaining, access or otherwise use of the Customer Device required for the Connectivity Services, facilities, materials or compounds, including any changes to firmware or otherwise to ensure ongoing compatibility and testing such compatibility.
- 5.2 For the avoidance of doubt, the Customer is responsible for compliance of Customer Devices with the GSMA's Remote Provisioning Architecture for Embedded UICC Technical Specification Version 3.1 (as amended and updated from time to time) in the event of use of any remote SIM provisioning functionality. The Customer shall also be responsible for maintaining the security of the Customer Devices, the Customer's account, passwords (including administrative and user passwords) and files. Hyper Logical will have no Liability for Losses arising out of any (mis)use of Customer Devices or non-compatibility with the Connectivity Services.

## 6 Profiles

- 6.1 Profiles must remain active at all times to enable Hyper Logical to provide the Connectivity Services to the SIM(s). Should a Customer Entity cancel or delete the Profile at any time this will cancel the entire Connectivity Service to such SIM(s). An End User can usually make changes to the Profile at any time during the provision of the Services. The Customer will remain liable for any changes made to the Profile and any associated Charges incurred.
- 6.2 The Customer is responsible for all Charges associated with Localisation activities that are used in conjunction with the Platform(s). This includes any usage fees associated to failed attempts or retries of download, enable, delete and any other activities required for the purpose of keeping SIM(s) in service and synchronised with the Platform unless otherwise agreed in writing.
- 6.3 The Customer acknowledges that the main Profile could failover to a secondary Profile on another SIM as a result of the main Profile losing connectivity. As a result of this failover, the Customer could incur roaming or overage charges.

# Connectivity Management Platform Terms

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## Use Of Connectivity Management Platform

### 1 Introduction

- 1.1 Hyper Logical may from time to time make available to the Customer the use of certain Platforms to provide facilities to manage the Services they receive.
- 1.2 The following terms and conditions (apply to the Customer's use of any Platform(s) made available by Hyper Logical to the Customer. If any Customer Entity fails to comply with these terms and conditions then Hyper Logical may restrict, suspend or terminate the Customer's and/or any other Customer Entity's access to the Platform(s) without notice.

### 2 Platform Service

- 2.1 Hyper Logical may make the Platform(s) available to the Customer from time to time. Subject to paragraph 1.2, Hyper Logical may restrict or withdraw access to the Platform(s) at any time and will inform the Customer reasonably in advance when it does so.
- 2.2 The Platform(s) may provide access to data provided by Network Providers, including location data. The Customer acknowledges that the availability and accuracy of such data is dependent on the Network Providers. Hyper Logical does not give any warranty in relation to such data. Hyper Logical may withdraw access to such data at any time and will inform the Customer reasonably in advance of any such withdrawal when practicable.
- 2.3 Hyper Logical will use reasonable endeavours to make the Platform(s) available during the Service Term(s) for any Connectivity Service(s) to which the Platform(s) relate but it does not warrant that the Platform(s) will be available all the time or at any particular times. Hyper Logical does not warrant that access to the Platform(s) will be uninterrupted or error-free.

### 3 Licence

- 3.1 Subject to the Customer paying all relevant Charges, Hyper Logical grants to the Customer a non-exclusive, non-transferable, revocable licence, without the right to grant sublicences, to access the Platform(s) in connection with the relevant Connectivity Services for the duration of any applicable Service terms solely for the Customer's internal business operations.

### 4 Usage Data

- 4.1 Platforms may provide features that: (i) provide information to the Customer on usage of Services, such as data capping and data alerts; and (ii) enable the Customer to manage its Services. Whilst Hyper Logical will use reasonable endeavours to ensure that these features operate as intended, the Customer will in all cases be responsible for payment for all usage of the Services, whether or not the Platform(s), or any particular feature of the Platform(s), has operated correctly or at all.
- 4.2 Data consumption information reported in the Platform(s) may not match the Customer's actual consumption in any period and so must be used for guidance only.
- 4.3 The Platform(s) might not display all the usage data for which the Customer is responsible and Hyper Logical makes no representations or warranties as to the scope of usage data displayed through the Platform(s). For instance, Platforms only show data usage for SIMs connecting via the private Hyper Logical network, not including data usage on Public APN.

Any other transactions such as SMS, Voice, CSD etc will not be shown in the Platforms, although they will appear on the Customer's invoice.

- 4.4 Hyper Logical cannot guarantee the accuracy of unbilled usage/call information provided on a Customer's request prior to the Customer's invoice being released. This information may not be completely up to date and may not include late rated calls such as international calling charges.

## 5 Security

- 5.1 The Customer may be issued with usernames and passwords to gain access to the Platform(s). The Customer must ensure that each Customer Entity keeps such usernames and passwords confidential.
- 5.2 The Customer is responsible for all activity conducted under the usernames and passwords which have been issued to the Customer.
- 5.3 Hyper Logical will implement and maintain the security measures set out in Hyper Logical's standard security schedule (as made available by Hyper Logical on the Website from time to time) but does not warrant that access to or use of the Platform(s) is secure. The Customer must implement and maintain all suitable measures to protect any systems, devices and/or equipment that it uses to connect to the Platform(s), such as using up-to-date firewall and anti-virus software.
- 5.4 The Customer must not attempt to:
- (i) circumvent any Platform security measures; or
  - (ii) access or view any information regarding another customer.
- 5.5 The Customer must not do anything that does or may disrupt the proper functioning of the Platform(s) or interfere with or adversely affect any other person's use of the Platform(s).

# Requirements for Customer Entity end devices (M2M communication modules)

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A prerequisite for the use of Machine-to-Machine Services is a terminal device that has the possibility of data transmission according to the mobile radio standard 2G, 3G, 4Gs or future technologies (e.g. 5G, NB-IOT) and, if applicable, SMS & Satellite.

In order to ensure trouble-free operation in the mobile network, mobile terminals must comply at least with the 3GPP and GSM standards and have a GCF certificate.

The Customer is free to choose the end devices to be used in the context of the intended Machine-to-Machine Service applications, provided that they meet the above requirements. In order to enable flawless operation within the mobile networks, the Customer must also ensure that the terminal equipment functionally supports the product specifications specified by the Customer and compatibility with the relevant Services and checks this by appropriate tests before commissioning.

Compliance with Applicable Laws, in particular telecommunications law and reporting obligations (where relevant) as well as any registration and information obligations for providers of telecommunications services in connection with end devices and the receipt of Machine-to-Machine Services, are the sole responsibility of the Customer, unless otherwise set out in the Regulatory Schedule.