

NASSTAR — MOBILE DATA SERVICE (SIM) SUPPLEMENTAL ORDER TERMS

1. Scope and Precedence

- 1.1 These Supplemental Order Terms ("**Supplemental Terms**") apply to the mobile data connectivity provided by Nasstar under the Order by means of one or more subscriber identity modules ("**SIMs**") ("**Mobile Data Service**").
 - 1.2 These Supplemental Terms are supplemental to and form part of the Order. The **Nasstar Connectivity Services Terms** continue to apply in full to the Mobile Data Service, and the Mobile Data Service is a Connectivity Service for the purposes of those terms. In the event of conflict between these Supplemental Terms and the Nasstar Connectivity Services Terms in relation to the Mobile Data Service only, these Supplemental Terms prevail (save to the extent that should any provision of these Supplemental Terms prevail, this would put Nasstar in breach of Communications Law concerning the Mobile Data Services); the Order prevails over both.
 - 1.3 Words defined in the Nasstar Connectivity Services Terms have the same meaning here unless otherwise stated. The **Customer** is the counterparty named in the Order.
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2. Nature of the Mobile Data Service

- 2.1 The Mobile Data Service is a data-only, machine-to-machine (M2M) transmission service provided by SIMs inserted into 4G/5G routers or similar customer equipment. It is not intended for voice or interpersonal communications and calls to emergency services (including 999/112 and their overseas equivalents) will not be possible from the Mobile Data Service.
 - 2.2 The Customer acknowledges that the network operator with the strongest signal may not necessarily offer the fastest data speeds. Network choice is a factor of device signal selection and supplier agreements with network operators. Access to 4G or 5G services, speeds and available network operators' mobile spectrum is also dependant on the capability of Customer Equipment.
 - 2.3 SIMs supplied for use in the United States and Canada are roaming SIMs which access the local mobile network operators' networks via a US breakout. The SIMs are intended for use at the fixed Customer sites listed in the Order and not for portable, personal or roaming use elsewhere.
 - 2.4 The SIMs, and any IP addresses or numbers (including the MSISDN) allocated to them, remain the property of Nasstar or its underlying network operator/supplier and may be recalled, changed or withdrawn as set out in the Nasstar Connectivity Services Terms. There is no capability to port the MSISDN or the SIM to another provider, and the SIM can only be used to receive the Mobile Data Service.
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3. Coverage, Signal and Network Availability

- 3.1 Mobile coverage, signal strength, data speeds, latency and network availability depend on factors outside Nasstar's and its suppliers' control, including the local network operator's coverage, radio and atmospheric conditions, distance from cell sites, buildings, terrain, network capacity, the customer equipment (including antenna position) and network operator maintenance or outages. Coverage maps are indicative only and are not a warranty of service in any location.
- 3.2 The Customer is responsible for confirming that adequate mobile signal is available at each intended location before deployment. Once the Mobile Data Service is established at a site, Nasstar is not responsible for subsequent changes to signal, network, mast or carrier that may affect availability or performance.
- 3.3 Multi-network SIM profiles and underlying carrier arrangements may evolve or change over time; any such change does not constitute a breach of the Order.
- 3.4 The Mobile Data Service is provided on an "as is" and "as available" basis and no availability service level, service credit regime or target time to resolve applies to it and you agree that, in view of the nature of the Services, your use of the Services is at your sole risk.
- 3.5 Without limiting the foregoing, neither we nor any of our suppliers or network operators involved in providing the Services gives any warranty regarding the Services, their availability, mobile data speeds or signal quality, nor any guarantee that these will be uninterrupted or free from error. Our and our suppliers' ability to provide the Services, and their availability, mobile data speeds and signal quality, may be affected by circumstances beyond our or our suppliers' control, including without limitation: the capability of the equipment in which the SIM is inserted; the number of people using the network at any given time; geographic or atmospheric conditions; maintenance requirements or equipment failures; and network operator outages (full network and local cell site). Any coverage maps are a best estimate, but not a guarantee of coverage.

4. Territory and Roaming

- 4.1 The SIMs are provisioned to operate at the Customer sites in the countries specified in the Order ("**Permitted Territory**"). While the SIMs may technically register on networks outside the Permitted Territory, the Customer must not deploy or use them outside the Permitted Territory without Nasstar's prior written approval.
- 4.2 The Customer acknowledges that the underlying network operator's arrangements may include a non-permanent roaming policy or similar restriction that limits the period, location or manner in which a roaming SIM may remain on a foreign network. Nasstar may pass through any restriction, throttling, disconnection or additional charge imposed by an underlying network operator as a result of non-permanent roaming, extended roaming or other use outside the Permitted Territory.
- 4.3 Any data or other charges arising from use of a SIM outside the Permitted Territory, or on a non-preferred network, will be charged to the Customer at the amount incurred by Nasstar

plus a reasonable administrative margin. Where the underlying network operator requires a deposit as a condition of enabling or maintaining international roaming, Nasstar may require the Customer to pay an equivalent deposit as a condition of continued service.

5. Data Allowance, Aggregation and Out-of-Bundle Charges

- 5.1 Each SIM is provided with the monthly data allowance stated in the Order. Where the Order specifies an aggregated bundle, the allowances of all SIMs in the relevant pool are combined into a single shared monthly allowance, which any SIM in that pool may draw from.
 - 5.2 Data allowances reset at the end of each calendar month and unused allowance does not roll over. The data allowance for a SIM only applies to an aggregated pool from the point of the SIM's activation and start of billing, and the pool reduces accordingly on disconnection of the SIM. For example, if the Customer orders 100 x 2 GB SIMs, but only activates 2 SIMs initially, the Customer only has a 4GB pool. Allowances are pro-rated for SIMs activated or disconnected part way through a month. 1 GB = 1,024 MB.
 - 5.3 Data used above the applicable pool's monthly allowance is charged in arrears at the following rates (exclusive of VAT and any other applicable tax) as amended from time to time:
 - USA/Canada pool: £45 per GB (or the rate stated on the Order)
 - UK/EU pool: £12 per GB (or the rate stated on the Order)
 - 5.4 Charges pass in advance in equal monthly instalments and out-of-bundle usage is billed monthly in arrears. Charges are subject to indexation and pass-through changes as set out in the Nasstar Connectivity Services Terms.
 - 5.5 The Customer acknowledges that mobile data can be consumed rapidly at 4G/5G speeds; the Customer is responsible for taking steps to monitor and manage its consumption and will be liable for all data usage and out-of-bundle charges incurred on its SIMs (regardless of whether any alert was received or acted upon).
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6. Customer Responsibility for Use and Security

- 6.1 The Customer is responsible for all use of, and all data traffic on, each SIM issued under the Order, including any use that is unauthorised, fraudulent, in breach of the Nasstar Acceptable Use Policy, or caused by third-party interference, hacking, DDoS or misconfiguration of customer equipment.
- 6.2 The SIMs are not throttled or capped and no ports are blocked at the network level; where a SIM is assigned a public IP address it will be reachable from the public internet. The Customer must ensure that each device using a SIM is:
 - (a) protected by an appropriately configured firewall;
 - (b) configured with credentials that are changed from manufacturer defaults;

(c) hardened by disabling unnecessary remote management ports and services (e.g. Telnet, SSH, default remote management ports); and

(d) kept up to date with security patches.

6.3 If an IP address is compromised and the Customer requires it to be re-issued, an administration charge per change applies (to cover the quarantine period on the outgoing IP), at Nasstar's standard rate.

6.4 SMS does not traverse the underlying supplier's data network and is not part of the Mobile Data Service. Where SMS is technically enabled on a SIM the Customer is solely responsible for any SMS charges (including any charges arising from fraudulent or compromised SMS usage). Where possible Nasstar will bar SMS, premium rate services and voice services on the SIMs; any use that is not so barred and that incurs a charge to Nasstar from the underlying network operator will be passed through to the Customer.

6.5 The Customer must ensure that any equipment used with the SIMs is technically compatible with the Mobile Data Service and bears appropriate UKCA/CE marking.

7. Loss, Theft and Misuse

7.1 The Customer must notify Nasstar immediately (via the portal and by ticket) if a SIM or the equipment in which it is installed is lost, stolen or reasonably suspected to be compromised.

7.2 The Customer will be responsible for all charges incurred on a SIM up to the point at which Nasstar confirms receipt of the notification and effects suspension of the SIM.

7.3 Replacement of lost, stolen, damaged or misused SIMs will be charged at Nasstar's standard rate.

8. Suspension and Regulatory Action

8.1 In addition to the suspension and termination rights in the Nasstar Connectivity Services Terms, Nasstar may suspend or disconnect any SIM (with such notice, if any, as is reasonably practicable in the circumstances) where:

(a) Nasstar or its supplier reasonably suspects fraud, misuse, artificial inflation of traffic, or use in breach of law or the Acceptable Use Policy;

(b) Nasstar's supplier or an underlying network operator or competent regulatory authority suspends the corresponding upstream service or requires suspension;

(c) the SIM has consumed no data during the 12 months following expiry of the minimum term, in which case the SIM may be terminated without notice;

(d) where Nasstar's supplier or an underlying network operator terminates or withdraws Nasstar's right to use the corresponding upstream service and Nasstar has no reasonable alternative means of continuing to provide the affected Mobile Data Service; or

(e) a Customer site is generating traffic that could reasonably be regarded as fraud or abuse of the service.

- 8.2 Where a SIM is suspended in circumstances other than a Nasstar fault, a reconnection charge may apply at Nasstar's standard rate, and the Customer shall reimburse Nasstar for any reasonable costs incurred by Nasstar in suspending, investigating or resuming the affected service, including any charges imposed on Nasstar by its supplier or any underlying network operator. The Customer is also responsible the costs of physical SIM replacement and any required site visit where the original SIM can no longer be used.

9. Emergency Services and Small-business Protections

- 9.1 As set out in clause 2.1, the Mobile Data Service does not support calls to emergency services. The Customer must ensure that each user at each site has an alternative means of contacting emergency services.
- 9.2 The Customer confirms that it is acquiring the Mobile Data Service for its trade, business or profession and is not a "Small Customer" for the purposes of the Nasstar Connectivity Services Terms. If this ceases to be the case the Customer will notify Nasstar immediately.

10. Term, Cancellation and Charges

- 10.1 The initial minimum term, monthly charges, set-up charges and minimum commitments for the Mobile Data Service are as stated in the Order. After expiry of any initial minimum term the Mobile Data Service continues on a rolling basis and may be terminated in accordance with the Nasstar Connectivity Services Terms. Cancellation or termination within the minimum term will result in the balance of the Fees for the remainder of the minimum term plus the cancellation notice period becoming immediately payable.
- 10.2 Early termination charges, stranded costs and cease/cancellation charges payable by Nasstar to underlying suppliers as a result of the Customer's termination or cancellation of a SIM are recoverable from the Customer in accordance with clauses 15.3 and 15.4 of the Nasstar Connectivity Services Terms.
- 10.3 For the avoidance of doubt (and without prejudice to any other right which Nasstar may have to vary Fees under the Contract), Nasstar may vary the Fees (including any tariffs) to reflect any variation in the costs of any Third Party Services from time to time on written notice to the Customer. Nasstar will give the Customer at least one month's (i.e. 30 days') notice of any price changes or such shorter period of notice as it receives from its supplier(s).
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11. Customer Indemnity

11.1 The Customer shall indemnify and keep indemnified Nasstar and its Affiliates against all losses, damages, costs, charges, claims and expenses, including reasonable legal costs and any charges levied against Nasstar by an upstream network operator or supplier, suffered or incurred by Nasstar to the extent arising out of or in connection with:

(a) any third-party claim brought against Nasstar or its upstream supplier to the extent attributable to any act or omission of the Customer or any of its users in connection with the Mobile Data Service which constitutes a breach of these Supplemental Terms, the Nasstar Connectivity Services Terms, the Nasstar Acceptable Use Policy or any applicable law relating to the Customer's or its users' receipt or use of the Mobile Data Service;

(b) any use of the Mobile Data Service outside the Permitted Territory, on a non-preferred network or otherwise in breach of clause 4 of these Supplemental Terms;

11.2 Without limiting clause 11.1, the Customer shall be responsible for and shall reimburse Nasstar for any data, roaming, reactivation, administrative, regulatory or other charges imposed on Nasstar by an upstream supplier or network operator to the extent arising from any matter described in clause 11.1 or any other act or omission of the Customer or its personnel or any user (together with a reasonable administrative margin).
