

MOBILE NETWORK SERVICES ATTACHMENT TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form (“**We**”/“**Us**”) and the customer identified in the signature block in the Order Form (“**You**”/“**Your**”). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date in the Order Form. The parties agree to the following:

1. DEFINITIONS. Capitalised terms that are not otherwise defined in this Attachment have the meanings set forth in the Master Agreement (as appropriate).

Business Hours: 0800 to 1800 hours Monday to Friday excluding statutory and bank holidays in the UK.

Carrier: The relevant third party network service provider who supplies the Mobile Telephony Services as identified in the Proposal.

Carrier Mobile Contract: The Carrier’s standard contract and standard terms and conditions applicable to the supply of Mobile Telephony Services, in such form as We or the Carrier shall supply to You.

Demand: Any action, award, claim or other legal recourse, complaint, cost, debt, demand, expense, fine, liability, loss, outgoing, penalty or proceeding.

Mobile Hardware: Hardware comprising mobile handsets and similar mobile devices We supply to You as set out in the relevant Proposal and/or Order Form.

Mobile Network Services: The introduction by Us of a Carrier to provide Mobile Telephony Services, availability of Technology Funds, management services, account management services, support services and/or other services We provide as described in this Attachment and as detailed in the relevant Proposal and/or Service Guide.

Mobile Telephony Services: The mobile telephony and network services and solution provided by a Carrier to You under the terms of the Carrier Mobile Contract.

Proposal: A proposal document issued by Us to You relating to the supply of Mobile Network Services as identified in the Order Form.

Returns Policy: Means Our returns policy in respect of Mobile Hardware which can be found at www.advancedcomputersoftware.com/amc/returns-policy.php or such other URL as We may notify to You from time to time.

Service Guide: Our guide or guides and/or other documents describing the Mobile Network Services We supply including the support services and service levels applicable to such Mobile Network Services which can be found at www.advancedcomputersoftware.com/amc/service-guides.php or such other URL as We may notify to You from time to time.

SIM: A subscriber identification module card programmable with a unique telephone number or numbers, which enables access to, and the use of, the Mobile Telephony Services when operated in conjunction with a compatible handset.

Technology Fund: If applicable, the technology fund made available by Us (not the Carrier) to You in connection with Mobile Network Services.

2. MOBILE NETWORK SERVICES

2.1 Subject to the timely payment of the applicable fees and the terms of this Attachment and Master Agreement, We shall supply the Mobile Network Services referenced in in the Order Form and specified in the Proposal.

2.2 We act as network partners for Carriers. We do not provide Mobile Telephony Services. We procure Mobile Telephony Services on Your behalf by introducing a Carrier to You and brokering and negotiating commercial terms with the Carrier on Your behalf and (where applicable) providing You with information regarding the Carrier Mobile Contract. The commercial terms We can broker and negotiate on

Your behalf and which are offered by the Carrier will be referenced in the Proposal and will be incorporated into the relevant Carrier Mobile Contract. If there is any inconsistency between the commercial terms referenced in the Proposal and the terms incorporated into the Carrier Mobile Contract, the Carrier Mobile Contract shall prevail and take precedence unless otherwise agreed by the Us and the Carrier

2.3 Once You have accepted the Proposal and signed the Order Form, You will be required to enter into the Carrier Mobile Contract. The Carrier Mobile Contract will set out the terms on which the Mobile Telephony Services will be supplied to You by the Carrier.

2.4 We accept no liability or responsibility in respect of the Carrier Mobile Contract or Mobile Telephony Services.

2.5 You agree to use the Mobile Telephony Services for Your own internal business services and not to resell the Mobile Telephony Services.

2.6 Your attention is drawn to the following in connection with the Mobile Telephony Services:

2.6.1 any unlimited landline use permitted by the Carrier Mobile Contract is subject at all times to the fair usage policy of the relevant Carrier;

2.6.2 any text allowance is for a standard person to person text messages sent within the UK, any unused texts will not roll over to the next month. Out of bundle texts will be charged at Your service plan rate. Texts to premium services, 08 and 09 numbers and whilst abroad are not included and will be charged at Your standard service plan rates;

2.6.3 all airtime billing will be via the relevant Carrier;

2.6.4 itemised billing can be supplied by the relevant Carrier for which additional charges may be payable;

2.6.5 all discounts are at point of bill credits each month;

2.6.6 payments of charges for Mobile Telephony Services are to be made by direct debit. You will be required to complete a direct debit mandate with the relevant Carrier, as appropriate; and

2.6.7 line rental is payable one month in advance. Carrier billing for the first month will be a pro-rata monthly amount based on the start date of the relevant connection and monthly thereafter.

2.7 For the avoidance of doubt, the Carrier Mobile Contract governs the supply of Mobile Telephony Services to You and is between You and the relevant Carrier. The Carrier Mobile Contract does not govern the supply of Software by Us to You and is not coterminous with any agreement between You and Us for the supply of Software. Notwithstanding that Mobile Telephony Services may be used by You to facilitate use of Software We supply to You, termination or expiry of any Software Licence and Support Services Attachment shall not terminate the Carrier Mobile Contract and termination or expiry of the Carrier Mobile Contract shall not terminate the any Software Licence and Support Services Attachment.

2.8 As part of Our Mobile Network Services We shall:

2.8.1 provide management services as described in the Proposal and/or relevant Service Guide;

2.8.2 provide the account management services as described in the Proposal and/or relevant Service Guide;

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- 2.8.3** if applicable, make available to You a Technology Fund on and subject to the terms and conditions set out in the Proposal and/or relevant Service Guide;
- 2.8.4** if applicable, provide to You a revenue share rebate on and subject to the terms and conditions set out in the Proposal and/or relevant Service Guide; and
- 2.8.5** provide support services as more particularly described in clause 5 of this Attachment and the Proposal and/or relevant Service Guide.
- 3. SIMS**
- 3.1** Title in all SIMs will at all times remain vested in Us or the relevant Carrier.
- 3.2** A SIM card will be supplied by Us (on behalf of the relevant Carrier) free of charge in respect of any new connection or port. We will also supply You with such number of unconnected SIM cards as specified in the Proposal free of charge to deal with loss, theft or recycling of SIM cards. Once this number of SIM cards is used, a charge will be levied for any replacement SIM cards, at Our standard rate for replacement SIM cards. New connections would always come with a SIM card free of charge with no charge levied at any time.
- 4. CLAW BACK**
- 4.1** You acknowledge that We may receive commissions from a Carrier in respect of the Carrier Mobile Contract and We may suffer claw back of those commissions in the event of early termination or suspension of the Carrier Mobile Contract or other fraudulent or unlawful or unauthorised commercial gain activities undertaken by You (**Claw Back Event**).
- 4.2** You agree to indemnify Us for all Demands We may suffer or incur as a result of or in connection with a Claw Back Event including paying Us a sum equal to any commission We are obliged to repay to the Carrier on the occurrence of such Claw Back Event.
- 5. SUPPORT SERVICES**
- 5.1** We will use reasonable endeavours to provide the following support services in connection with Mobile Network Services and associated Mobile Hardware (as more particularly described in this clause 5 and the relevant Service Guide) (**Mobile Support Services**):
- 5.1.1** investigation on Your behalf of any material fault with or interruption to the Carrier Telephony Services (**Mobile Connection Fault**);
- 5.1.2** liaison and escalation with the Carrier in respect of any Mobile Connection Fault;
- 5.1.3** updating You with any progress made by the Carrier with regard to the resolution of any Mobile Connection Fault;
- 5.1.4** diagnostic investigation of any fault with any Mobile Hardware;
- 5.1.5** free of charge replacement or repair of a faulty Mobile Hardware in accordance with Our Returns Policy and applicable manufacturer's warranty;
- 5.1.6** if You are not entitled to replacement or repair of a faulty Mobile Handset pursuant to clause 5.1.5 above, We will supply a replacement Mobile Hardware subject to You paying additional charges for such Mobile Hardware as specified in the relevant Order Form.
- 5.1.7** where We agree to provide support services in connection with any MDM Software pursuant to a Software Licence and Support Services Attachment such support services are limited to :
- 5.1.7.1** initial basic diagnostic investigation of any fault or malfunction of the MDM Software; and
- 5.1.7.2** if We are unable to resolve any fault or malfunction, We shall liaise, escalate and manage communication with the relevant software owner or supplier to the extent reasonably necessary to resolve the fault or malfunction.
- 5.2** You must notify Us as soon as You require Mobile Support Services under this clause 5. We shall not be liable to You for any Demand suffered or incurred by You as a result of any delay in notifying Us.
- 5.3** You acknowledge and agree that any exclusion or limitation in respect of Our support obligations as set out in the relevant Service Guide shall apply and You shall perform any obligations and comply with any other requirement applicable to a customer that may be set out in the relevant Service Guide.
- 5.4** Notwithstanding Our Returns Policy, We are not obliged to provide any Mobile Support Services in connection with any Mobile Hardware that is damaged or faulty due to Your or Your representatives' acts, omissions, misuse, carelessness, neglect or negligence or the acts or omissions of any third party.
- 5.5** Where We are obliged to provide a free replacement Mobile Hardware pursuant to clause 5.1.5, We will use reasonable endeavours to provide a "like for like swap". However We reserve the right to replace the Mobile Hardware with a handset of equivalent value and capability.
- 5.6** We reserve the right to charge Our costs and expenses (including the costs of Our suppliers and manufacturers) incurred in providing Mobile Support Services in connection with Mobile Network Services, associated Mobile Hardware and/or MDM Software to the extent We are not obliged to provide the support services or on investigation it is found not to be Our responsibility or the responsibility of the relevant Carrier, supplier or manufacturer.
- 5.7** The Mobile Support Services are provided for the purpose of providing technical support. Any changes, training or consultancy required by You is available separately as Professional Services but does not form any part of the Mobile Support Services We provide.
- 5.8** In the case of Mobile Hardware, it is expected that users will have received adequate training in its use. Our helpdesk does not provide a 'how to use' service. If training is required, We can offer training, courses and assistance as Professional Services.
- 5.9** If You have requested basic administration access to MDM Software for Your representatives:
- 5.9.1** You must ensure such representatives will have been trained in the use of the permitted features prior to the access being granted;
- 5.9.2** You must ensure such representatives take all reasonable precautions to protect their login and password details for accessing the MDM Software; and
- 5.9.3** where Your representatives who have been granted basic administration access create issues that require Our support team to resolve, We reserve the right to recharge for Our time in resolving such issues.
- 5.10** You and Your representatives will be expected to assist Us in resolving support incidents and requests by;
- 5.10.1** providing answers to questions that assist in diagnosis;
- 5.10.2** testing results, theories and outcomes as required by Us in a timely manner;
- 5.10.3** providing a first line support function to pre-filter issues and requests; and

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- 5.10.4** providing an authorisation list of Your representatives who may request and/or approve changes to Mobile Hardware or Mobile Network Services provided under this Attachment.
- 5.11** For the avoidance of doubt the Hardware Support Services (as described in the relevant Hardware and Hardware Support Service Attachment) do not apply to Mobile Hardware.
- 5.12** Mobile Support Services are carried out during Business Hours only unless otherwise agreed by Us.
- 6. SET UP SERVICES**
- 6.1** If requested by You and agreed by Us as specified in the Order Form or Proposal, subject to the timely payment of any applicable fees, We will use reasonable endeavours to provide all or any of the following set up services as Professional Services (as more particularly described in this clause 6 and if applicable the relevant Service Guide):
- 6.1.1** set up and configuration of the Mobile Hardware;
- 6.1.2** deployment and/or configuration of MDM Software and other applications to Mobile Hardware;
- 6.1.3** deployment and/or configuration of updates of MDM Software and other applications to Mobile Hardware;
- 6.1.4** training in respect of use of Mobile Hardware.
- 6.2** Where We are requested to deploy applications to a Mobile Hardware that are not Our Software then:
- 6.2.1** We shall have no responsibility for the security, performance and general quality of the application;
- 6.2.2** You are responsible for licensing the application and for abiding by the terms of the application's licence;
- 6.2.3** You accept the risk of such deployment and agree to indemnify Us for all Demands We may suffer or incur as a result of or in connection with such deployment and use of the application;
- 6.2.4** any time spent resolving issues caused by the deployment of an application at Your request may be chargeable at Our current standard rates.
- 6.3** If We supply any set up services as described in clause 6.1 of this Attachment, additional fees may apply and be payable by You, as specified in the relevant Order Form.
- 7. MOBILE DEVICE MANAGEMENT SOFTWARE**
- 7.1** Without prejudice to any applicable Software Licence and Support Attachment where We provide mobile device management software as a Third Party Product (**MDM Software**) in connection with the supply of Mobile Network Services and/or Mobile Hardware, the following provisions of this clause 7 shall apply.
- 7.2** You must accept and sign the relevant end user licence agreement before use.
- 7.3** In addition to any applicable Mobile Support Services described in clause 5 of this Attachment, You will be entitled to bug fixes, patches, service packs and upgrades in line with the MDM Software vendor's release schedule, so long as all fees have been paid in accordance with the terms of this Attachment and/or the relevant Software Licence and Support Attachment and any terms specified by the relevant vendor.
- 7.4** Where We host the MDM Software, We will:
- 7.4.1** provide a hosting service with the storage, security and performance to enable the MDM Software to operate within its specifications;
- 7.4.2** ensure any bug fixes, patches and allowable upgrades to the MDM Software are deployed as required by the MDM Software vendor; and
- 7.4.3** provide a first and second line Mobile Support Service for the MDM Software, with a partner level escalation path for third line issues to the vendor.
- 7.5** Where We do not host the MDM Software:
- 7.5.1** You are responsible for hosting the MDM Software or contracting with the relevant vendor or other third party to host the MDM Software on Your behalf;
- 7.5.2** We require that the installation of the MDM Software and the requirement infrastructure meets the MDM Software specified standards;
- 7.5.3** We will not accept support calls for issues around the installation unless Our Professional Services were engaged by You to perform the installation; and
- 7.5.4** We will not accept support calls for issues around deployment stability or performance of Your installation, unless You can demonstrate the deployment environment and the installation meet the MDM Software vendor's required standards.
- 8. FEES.**
- 8.1** Fees for Mobile Network Services, Mobile Hardware, MDM Software and/or Mobile Support Services and payment terms are specified in the relevant Order Form.
- 8.2** If any sum owed by You to Us under any agreement between the parties, We may deduct this sum from any payment, credit or benefit due to You under or pursuant to this Attachment (including redemption of Technology Funds or share of revenue share rates).
- 8.3** We may, without notice, withhold any redemption of Technology Funds or other payments due to You under or pursuant to this Attachment if:
- 8.3.1** We have reason to believe You are in breach of this Attachment Agreement;
- 8.3.2** You are (or We reasonably believe that You are) conducting Your business or using the Mobile Telephony Services illegally or unlawfully or for an illegal or unlawful purpose;
- 8.3.3** We have received notice from the Carrier that You are in breach of the Carrier Mobile Contract ; or
- 8.3.4** this Attachment or Carrier Mobile Contract is terminated for any reason.
- 9. WARRANTIES AND DISCLAIMERS.**
- 9.1** Without prejudice to the disclaimers included in the Master Agreement, We warrant that the Mobile Network Services and Mobile Support Services shall be performed using reasonable skill and care.
- 9.2** Without prejudice to the disclaimers included in the Master Agreement, We shall not be liable to You for any breach of any provision of this Attachment (whether in breach of contract, tort (including but not limited to negligence) misrepresentation, breach of statutory duty or otherwise) caused by:

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| 9.2.1 | any failure of the Carrier to provide network connection or capacity in connection with the Mobile Telephony Services (or any element thereof); or | | omissions, including any misuse, neglect, negligence or the acts or omission of a third party including any repair by a third party. |
| 9.2.2 | any failure of the Carrier to provide the Mobile Telephony Services (or any element thereof); or | 11. | TERMINATION |
| 9.2.3 | any breach of the Carrier Mobile Contract by the Carrier. | 11.1 | Term. The term of the Mobile Network Services shall commence on the Effective Date of the Order Form and shall continue for the duration of the Carrier Mobile Contract. |
| 9.3 | Unless otherwise agreed by Us in writing any savings quoted with regard to Mobile Telephony Services in the Proposal or otherwise are estimates and illustrative only. | 11.2 | Termination. This Attachment in respect of the applicable Mobile Network Services may be terminated in accordance with clause 8 of the Master Agreement. In addition this Attachment in respect of the applicable Mobile Network Services shall terminate on termination or expiry of the relevant Carrier Mobile Contract. |
| 10. | MOBILE HARDWARE. Where We supply Mobile Hardware and subject to clause 5.11 of this Attachment, the following terms shall apply in addition to the relevant terms in the Hardware and Hardware Support Services Attachment: | 11.3 | On termination of this Attachment for any reason You shall have no further entitlement to receive any redemption of any the Technology Fund or share in any revenue share rebates or any other sum, credit or benefit that may be due to You under or in connection with this Attachment. |
| 10.1 | You shall inspect the Mobile Hardware as as soon as reasonably possible on delivery. | 11.4 | The termination or expiry of this Attachment shall not prejudice or affect any rights or liabilities which have accrued or thereafter shall accrue to either party, any rights or remedies a party may be entitled to hereunder or at law nor the coming into or continuance in force of any provision of this Attachment which is expressly or by implication intended to come into or continue in force on or after such termination or expiry. The surviving provisions of the Master Agreement shall survive expiration or termination of this Attachment in respect of the applicable Mobile Network Services. |
| 10.2 | You shall give notice in writing to Us within one business day of the date of delivery if it is alleged that there is any visible damage to the Mobile Hardware, or indication that the Mobile Hardware has otherwise been tampered with. If You do not give such notice, Mobile Hardware shall be deemed in all respects to be in accordance with this Attachment and the relevant Hardware and Hardware Support Services Attachment and You shall be deemed to have irrevocably and unconditionally accepted the Mobile Hardware on delivery and, save in respect of faulty Mobile Hardware which shall be dealt with in accordance with clause 5.1.5 of this Attachment, You shall not be entitled to raise any subsequent claim in relation thereto. | | |
| 10.3 | We will at Our sole discretion either replace free of charge or provide a credit note in respect of any Mobile Hardware proved to Our satisfaction to have been damaged prior to delivery provided You have given written notice to Us as provided above. | | |
| 10.4 | We use all reasonable endeavours to deliver Mobile Hardware in accordance with the specification supplied to You by Us. However, Our suppliers' policies are one of continuous development and consequently the specification of Mobile Hardware may vary from time to time. | | |
| 10.5 | We reserve the right in consultation with You to supply different Mobile Hardware from those ordered provided such replacement Mobile Hardware are substantially similar in all material respects to those ordered. | | |
| 10.6 | We shall use Our reasonable endeavours to ensure that all technical information and particulars of Mobile Hardware and performance specifications and performance descriptions of Mobile Hardware supplied by Us are as accurate as possible, but are not to be treated as binding or as forming part of this Attachment or part of any agreement between the parties. | | |
| 10.7 | We purchase Mobile Hardware from manufacturers and/or Carriers with industry standard warranties. Unless otherwise agreed or specified in the Order Form or Proposal, We shall have no liability to You for the quality or performance of the Mobile Hardware and You shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer or supplier to Us to the extent that such warranty or guarantee is assignable or the benefit of which is capable of being transferred or extended to You. | | |
| 10.8 | Notwithstanding clause 10.7, We will replace Mobile Hardware in accordance with Our Returns Policy. | | |
| 10.9 | We accept no responsibility or liability for loss or damage to Mobile Hardware caused by Your or Your representatives' acts or | | |