

STANDARD TERMS AND CONDITIONS

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GENERAL SALES CONDITIONS - hardware

of **Capestone B.V.** Representative of company name "Capestone" having its registered office in Oosterhout, filed with the Chamber of Commerce in Breda under no. 17252210.

Article 1: Definitions

Seller: The private limited liability company **Capestone B.V.** (represented by the company name "Capestone", hereafter referred to as Capestone), the user of these general terms and conditions.

Purchaser: Each individual or legal entity who has entered into or wishes to enter into an agreement with Capestone and its representative(s), authorised representative(s), legal successor(s) and/or heir(s).

Agreement: The written confirmation of Capestone or an order of Products made by the Seller.

Products: All the products sold by the Seller and subject of the Agreement.

General terms and conditions: These general sales, supply and payment conditions.

Article 2: Applicability

2.1 These terms and conditions apply to all the offers made by the Seller and each Agreement concluded with the Seller and the performance thereof.

2.2 Applicability of similar general terms and conditions used by the Purchaser are explicitly rejected by the Seller, unless the Seller explicitly accepts such terms and conditions.

2.3 In the event that these General terms and conditions contradict the applicable terms and conditions of the Purchaser, then the provisions of these General terms and conditions take precedence.

Article 3: Offer

3.1 All the offers/quotes issued by the Seller are free of obligation unless otherwise is agreed in writing. The Agreement is concluded by the parties upon receipt of the Seller of an electronic (email, fax) or written order subject to the right of refusal of the Seller. No

agreement is concluded if the Seller immediately informs the Purchaser that the Seller utilises its right of refusal upon receipt of the order. All the offers are based on the information provided by the Purchaser in the request.

3.2 If the Seller shows a model, sample and/or example or makes it available, this is only shown or given by way of example: the characteristics of the Products to be delivered can differ from the sample, model and/or example. The same applies for the references made in catalogues, brochures, price lists etc.

3.3 The Seller accepts no liability for any errors in, or information on the written material on the Products made available to the Purchaser. That applies to any type of sales material, such as descriptions and user instructions.

Article 4: Prices

4.1 The Agreements with the Seller are always entered into on the basis of the prices in euro as used by the Seller upon offering the Products.

The Seller can change these prices at all times.

4.2 The prices are cash-on-delivery to the Purchaser and excluding VAT unless otherwise is explicitly stated.

4.3 The Seller is responsible for the transport of the Products to the Purchaser. The Seller can invoice transport and handling costs for orders made amounting to less than EUR 600.

4.4 If, after the concluding of any Agreement, a price increase is introduced, (for example due to the increased customs duties and/or taxes, changes in the foreign exchange rate, price increase of the manufacturer, increased materials and raw material prices, increased salaries or wages, social security contributions and government costs) the Seller is authorised to fully or partially adjust the prices accordingly. Any freight costs indicated by the Seller are not binding for the Seller if these Costs are higher the costs quoted.

Article 5: Payment

5.1 The payment must be made pursuant to the agreed payment period and always within 14 days of the delivery, without any discount, debt settlement or suspension of payment in euros, by way of bank transfer into a bank account as instructed by the Seller. The Seller can demand a full or partial advance payment from the Purchaser.

5.2 If the Purchaser does not accept the sold items as a result of a circumstance of the Purchaser, the Purchaser will be sent or given the invoice for the sold items immediately,

which is payable immediately without discount, compensation or suspension of payment. The due date of this invoice is the date of invoice.

5.3 The Purchaser is in default without requiring a notice of default of the Seller.

5.4 The Seller retains the right to invoice statutory interest from the day that the Purchaser is in default.

5.5 All the extra judicial costs of the Seller from the moment of default are payable by the Purchaser. These costs amount to 15% of the payable amount with a minimum of EUR 350. If the Seller has incurred substantively higher costs, the Purchaser must pay these higher costs.

5.6 Any payments made by the Purchaser will always first be used to pay for all the interest and costs due, and secondly to settle the payable invoices which have been outstanding the longest, even if the Purchaser states that the payment relates to an invoice of a later date.

Article 6: Clauses

Clauses, agreements and arrangements between parties only apply if this has been explicitly been confirmed in writing by the Seller.

Article 7: Changes

7.1 If the Agreement is changed, then any subsequent reasonable additional costs are fully payable by the Purchaser; the delivery time can in that case be changed accordingly.

7.2 The Seller is authorised to deliver products that deviate from that agreed in an Agreement, regardless of whether these deviations occur in the products, their packaging or accompanying documentation, if and insofar as (i) this is required in order to comply with applicable legal requirements, (ii) these deviations are slight of nature, or (iii) these deviations result in an improvement in comparison to the products agreed in the Agreement.

Article 8: Delivery times

8.1 An agreed delivery time is not a deadline, unless otherwise is explicitly agreed in writing.

8.2 The Purchaser is in no event entitled to payment of damages, nor for direct, nor for indirect damage resulting from any delay in the deliveries.

Article 9: Delivery

9.1 The delivery takes place at a time that the Products are made available by the Seller to the Purchaser at the agreed delivery address.

Transport and insurance are arranged by the Seller. The moment the items are made available to the Purchaser from the Seller at the agreed delivery address the risk of the purchased goods transfers from the Seller to the Purchaser.

9.2 The Purchaser is obliged to inspect the Products upon receipt and to make the necessary staff available for this purpose; any costs resulting from the failure to do so will be recharged to the Purchaser.

If the Purchaser refuses to purchase or is negligent in providing the information or instructions necessary for the delivery, the Products will be stored for the account and risk of the Purchaser. In that case, the Purchaser will be due all the additional costs, including in any event the storage costs and insurance, pursuant to the fee applicable at the Seller or the local fee.

9.4 Each delay in the delivery as a result of a force majeure (see article 15) enables the parties to dissolve the Agreement without any entitlement to payment of damages, regardless of whether the cause of the delay in the delivery takes place before or after the agreed delivery period.

9.5 The delivery will only take place if and insofar as the Interpolis credit insurance or a similar insurer to be appointed by the Seller grants and continues to grant a credit insurance in this respect.

Article 10: Retention of title

10.1 The goods supplied by the Seller continue to be the property of the Seller until the Purchaser has complied with its obligations with regard to (i) the Products provided or to be provided or the Services performed or to be performed and (ii) any claims due to the Purchaser's non-compliance of any Agreement concluded with the Seller.

10.2 The Purchaser is not authorised to sell or deliver goods to third parties which are subject to a retention of title, except in his normal business operations with due observance of article 10.4, or to impose any (limited) right on these goods. If third parties intend to impose or claim any right on the Products that are subject to the retention of title, the Purchaser must inform the Seller thereof immediately and inform the third parties immediately of the retention of title the Seller holds on the Products.

10.3 As soon as the Purchaser is in default or there are substantiated grounds to fear that he will be in default, the Seller is authorised to remove the delivered Products or have them

removed from the Purchaser or third parties keeping the goods for the Purchaser. The Purchaser must provide his full cooperation including the identification and maintaining identification of the Products subject to a penalty of 10% of the amount owed to the Seller per day, or a part thereof, should this cooperation not be forthcoming.

10.4 The Purchaser must insure the Products that are subject to retention of title against damage and theft and to maintain this insurance and make the insurance policy available for inspection.

The Purchaser must also pledge all his claims on insurers with regard to the Products that are subject to the retention of title to the Seller, as well as his claims on his customers when reselling the Products subject to the retention of title.

Article 11: Complaints

11.1 The Purchaser must check whether the quality and the quantity of the Products are compliant with the Agreement and must immediately inform the Seller in detail and in writing of any damage and/or defects immediately and no later than within 48 hours of the delivery.

11.2 The Purchaser must, after having filed a complaint on time, keep the Products until the Seller has inspected them and has informed the Purchaser in writing of the location where the Products must be returned, as per the instructions of the manufacturer.

11.3 If the complaint is deemed valid, then the Seller must be given the necessary time to replace, adjust, repair or exchange the Products, or take the necessary action, as per the sole decision of the Seller.

11.4 If the complaint is deemed valid, then any subsequent obligations of the Seller are limited to the crediting of no more than the purchase amount to the Seller, or the replacement of the goods in question. Any further liability is hereby explicitly excluded.

11.5 Complaints involving a slight shortcoming of the Seller do not entitle the Purchaser to suspend the payment and any debt settlement is explicitly excluded.

Article 12: Guarantees

The Seller does not grant an independent guarantee on the Products it has delivered or forwarded. Any guarantee promised by the Seller must only be regarded as a product guarantee of the relevant manufacturer passed on via the Seller to such an extent that the

Purchaser does not hold any guarantee claims on the Seller.

Article 13: Liability

13.1 The Seller excludes any liability for direct damage caused by its actions or failure to act, or that of its subordinates and/or third parties it has engaged, unless the direct damage arose as a result of intent or gross negligence of the Seller. The Seller is never liable for any indirect damage, including consequential damage, loss of profit, loss of savings and damage due to business interruption.

13.2 Any liability of the Seller is limited to the invoiced amount of the delivery in question.

13.3 The Purchaser indemnifies the Seller, its staff or any persons employed by or on behalf of the Seller against any claims of third parties for payment of any damage suffered by these third parties, caused by or related to the Products sold by the Seller.

13.4 The Purchaser must indemnify the Seller and fully compensate the Purchaser for any costs, damage and interest, incurred by the Seller as a result of claims of third parties against the Seller with regard to the violation of rights, including the copyright and patent right, as a result of the use of the information or models which have been made available by or on behalf of the Purchaser for the performance of any assignment.

13.5 The deadline within which the Seller can make any claim on the basis of this article is limited to one year after the date of invoice.

Article 14: Force majeure

14.1 A force majeure is defined as circumstances that prevent the compliance with the Agreement and cannot reasonably be attributed to the Seller. Force majeure will in any case include:

- delays or stagnation in the delivery by the suppliers of the Seller;
- incomplete delivery by the suppliers of the Seller;
- strikes, work interruptions, company occupation or shutting out of employees;
- disruption in the company of the Seller due to fire, an accident or other events;
- import and export restriction;
- war, riots, civil unrest, (natural) disasters or catastrophes;
- government intervention.

14.2 During a period of a force majeure all the obligations of the Seller are suspended. If the period in which the Seller is unable to comply with its obligations due to a force majeure lasts longer than two months, both parties are

authorised to dissolve the Agreement in writing, without this leading to an obligation to pay damages. When suspending the (partial) performance of the Agreement by the Seller, all the obligations of the Purchaser remain applicable in full. In no event is the Seller liable to pay damages.

14.3 If the Seller has already partially complied with its obligations upon the commencement of the force majeure, or can only comply with part of its obligations, the Seller is authorised to separately invoice the Purchaser for the goods already delivered or the goods available for delivery and the Purchaser must pay this invoice as if it were a separate contract.

Article 15: Termination of the agreement

15.1 The claims the Seller holds on the Purchaser are payable immediately in the following cases:

- a. if, after concluding the Agreement, the Seller becomes aware of circumstances that give the Seller sufficient grounds to fear that the Purchaser will not be able to comply with its obligations;
- b. if, upon concluding the Agreement, the Seller has requested the Purchaser to provide surety for the compliance of the Agreement and this surety is not provided or insufficient;
- c. In the event of liquidation and/or a request for bankruptcy or suspension of payment of the Purchaser.

15.2 In the events as stated in subsection 15.1, the Seller is authorised to suspend the further performance of the Agreement, or to proceed with the immediate termination of the agreement, notwithstanding the right of the Seller to claim full payment of damages.

Article 16: Goodwill

The fact that the Seller will not always and immediately utilise the rights that it may hold on the basis of that stated in the General terms and conditions does not mean that the Seller will not be able to exercise such rights should such events arise at a later date, nor that the Seller will be compelled to grant goodwill in similar cases in future.

Article 17: Applicable right and competent court

17.1 All the Agreements concluded by the Seller are exclusively governed by Dutch law, with the exclusion of the Vienna Sales Convention 1980 (Convention on the International Sale of Goods).

17.2 All the disputes arising between the

parties from this agreement will exclusively be brought before the competent court in Utrecht.

Article 18: Amendment authority

18.1 The Seller is authorised to amend these General Terms and Conditions unilaterally.

These changes take effect on the announced effective date of these changes.

18.2 The Seller will send the amended terms and conditions to the Purchaser on time.

Unless another effective date is communicated, the changes will take effect for the Purchaser as soon the Purchaser has been made aware or has been informed of changes.

Article 19: Conversion

19.1 If one or more of the provisions in these general terms and conditions are nullified or removed, these other provisions of these general terms and conditions shall remain applicable in full.

19.2 The parties must meet to replace the nullified or removed provisions with new provisions with as similar a content as possible to that intended by the original provisions.

Effective on October 2009

STANDARD TERMS AND CONDITIONS

Subscriptions

1. Interpretation

"Activation Test Ready Threshold" means the threshold in kilobytes specified in the Order Form or agreed as part of an Additional Order;

"Additional Charges" means any charges in connection with the provision of the Services, by Comgate to the Client as set forth in the Order Form (as varied from time to time in accordance with these Terms and Conditions) or as otherwise agreed in an Additional Order other than the Subscription Charges and Usage Charges;

"Additional Order" means an order for additional Services placed by the Client and accepted by Comgate in accordance with Clause 9 of these Terms and Conditions;

"Affiliate" means in respect of a body corporate, a body corporate which is its subsidiary, holding company or ultimate holding company, or a body corporate which is a subsidiary of that holding company or ultimate holding company and each such body corporate;

"Charges" means the Subscription Charges, Usage Charges, and Additional Charges;

"Client" or "Customer" means the entity referred to in the Order Form to whom Comgate has agreed to provide the Services;

"Commercially Activated State" means a State in which a SIM Card is both (i) able to establish data connections, and (ii) billable. The SIM Card will move to the State of Commercially Activated upon the earliest date of: (i) crossing the Activation Test Ready Threshold in kilobytes specified in the Order Form or agreed as part of an Additional Order; (ii) crossing the Activation SMS Threshold specified in the Order Form or agreed as part of an Additional Order; (iii) crossing the Activation Voice Threshold in seconds specified in the Order Form or agreed as part of an Additional Order or (iv) following the Customer's request for Commercial Activation

in such manner as acceptable to Comgate from time to time;

"Commitment Period" means the Commitment Level period set forth in the Order Form or any Additional Order;

"Contract" means the Order Form and any Additional Orders made from time to time, these Terms and Conditions which are attached as Appendix 1 to the Order Form, and each of the other Appendices attached hereto or thereto.

"Contract Termination Charge" means the aggregate of:

- a) all arrears of Charges due but not paid at the date of termination of the Contract;
- b) an amount calculated as follows:

b) If the Contract is terminated prior to the end of the Minimum Subscription Term in respect of any SIM Cards ordered by the Client:

Client will pay a per SIM Card fee in respect of each such SIM Card ordered equal to: the Minimum First Year Charge per SIM Card plus The number of years of the Minimum Subscription Term (minus 1) for each such SIM Card multiplied by the Minimum Annual Charge for each such SIM Card, less all Monthly Subscription Fees and Usage Charges previously paid by the Client for such SIM Card and any amounts paid pursuant to Clause 11.3 in respect of each such SIM Card.

Plus

bii) If the Contract is terminated following the end of the Minimum Subscription Term in respect of any SIM Cards ordered by the Client:

then upon such termination of the Contract, the Client will pay a fee in respect of each such SIM Card ordered equal to the Minimum Annual Charge for each such SIM Card for the relevant year multiplied by the part of the year that has passed until termination (i.e. pro-rata for such year) minus the Subscription Fee and Usage Charges actually paid by the Client during such year for each SIM Card (until termination of the Contract).

c) any Additional Charges under this Contract which would have been due for the remainder of the Minimum Subscription Term for any SIM Cards which have not been previously Retired,

d) interest charges for late payment if appropriate at the rate stated in Clause 12.4.1; and

e) If the Contract is terminated prior to the end of the Commitment Period, then the Client will pay the Minimum Volume Commitment Charge based on the commitment level specified for the end of the Commitment Period as per the Order Form.

All references to SIM Cards in this definition, other than in Subsection (e), shall not refer to previously Retired SIM Cards.

"Coverage Area" means the approximate geographic area specified in Appendix 2 to the Order Form, as may be amended from time to time, within which the Services are from time to time made available by Comgate to the Client as more particularly described in Clause 5 of these Terms and Conditions;

"End-User" means the actual user of the Services;

"Goods" means the SIM Cards, Numbers and Hired Equipment;

"Hired Equipment" means the equipment specified in the Order Form (if any) or any Additional Order;

"Minimum Annual Charge per SIM Card" means, per SIM Card, the minimum annual sum (from the date of order) set forth in the Order Form or any Additional Order to be paid per SIM Card for the Monthly Subscription Fee and Usage Charges which shall be paid regardless of whether the SIM Card has been put into Commercially Activated State;

"Minimum First Year Charge per SIM Card" means the Minimum Annual Charge per SIM Card applicable only in the first year following the ordering of such SIM Card, such amount to be as specified in the Order Form or any Additional Order;

"Minimum Volume Commitment" means the Commitment by the Client to Commercially Activate SIM Cards in such amounts as specified in the Order Form or in any Additional Order.

"Minimum Subscription Term" means such minimum subscription term as specified in the Order Form or in any Additional Order from the time the SIM Card ordered;

"Minimum Volume Commitment Charge" means such amount to be paid by Client to Comgate pursuant to the Order Form for failure to meet the Commitment Levels specified therein;

"Monthly Subscription Fee" Means the monthly amount specified in the Order Form or any Additional Order to be paid per SIM Card; such amount to be charged when the SIM Card is in the Commercially Activated State, but in any case a SIM Card which has been in the Commercially Activated State at any time during a certain month shall be charged on a pro rata basis for the part of the month starting from the time it has first been in the Commercially Activated State during such month until the end of such month (regardless of whether it has been in the Commercially Activated State during all of such time);

"Network" means the third party mobile public telecommunications system by which the Services are made available by Comgate to the Client in accordance with the Contract;

"Numbers" means the MSISDN number or numbers provided to the Client by Comgate in accordance with Clause 2.1.1;

"Order Form" means the Order Form to which these Terms and Conditions are attached as Appendix 1, pursuant to which the Client orders any of the Services;

"Order Fee" means the fee set forth on the Order Form or any Additional Order, invoiced upon the order by Client of a SIM Card;

"Party" or "Parties" means each of Comgate and the Client;

"Retired State" means a State in which the SIM Card is permanently deactivated;

"SIM State or "State" means the various states of activation that a SIM Card can be set to, including but not limited to Commercially Activated and Retired;

"Subscription Charge" means the aggregate, on a per SIM Card basis of:

- a) the Order Fee;
- b) the Monthly Subscription Fee; and
- c) a monthly charge payable by the Client to Comgate for the supply of any Hired Equipment to the Client as

set out in the Order Form or any Additional Order,
But not the Usage Charges.

"Services" mean the bundle of managed services provided by Comgate to Client under this Contract including the Support Services, the provision of the Goods, and any other services or goods offered by Comgate under this Contract;

"SIM Card" means the card to which a unique number is ascribed which, when used with compatible equipment, enables End-Users to access and use the Services;

"SIM Card Retirement Charge" means a charge per Retired SIM Card equal to the aggregate of:

- a) all arrears of outstanding Charges relating to the provision and usage of such SIM Card,
- b) an amount equivalent to either:
 - bi) If the SIM Card is Retired prior to the end of the Minimum Subscription Term for such SIM Card; Client will pay a fee equal to: the Minimum First Year Charge per SIM Card plus the Minimum Annual Charge per SIM Card multiplied by the number that equals the Minimum Subscription Term per SIM Card minus 1, less all Monthly Subscription Fees and Usage Charges previously paid by the Client for such SIM Card;
 - Or
 - bii) If the SIM Card is Retired following the completion of the Minimum Subscription Term for such SIM Card, then Client will pay a fee equal to: the Minimum Annual Charge per SIM Card for the relevant year multiplied by the part of the year that has passed until termination (i.e. pro-rata for such year) minus the Monthly Subscription Fees and Usage Charges actually paid by the Client during such year (until retirement of the SIM Card);
- c) any Additional Charges under this Contract which would have been due for the remainder of the Minimum Subscription Term for such SIM Card, and
- d) interest charges for late payment if appropriate, at the rate stated in Clause 12.4.1;

"Comgate" means trademark Comgate, trademark of Capestone bv, a company incorporated in The Netherlands under number KvK 17252210, whose registered office is at Parkerbaan 2, Nieuwegein or

such Comgate Affiliate as may be specified in the Order Form;

"Terms and Conditions" means these terms and conditions;

"Usage Charges" means the variable charges payable by the Client to Comgate for the actual use of GPRS, SMS, and Voice and Circuit Switched Data (CSD) as are specified in the Order Form or any Additional Order and any other variable charges payable by the Client pursuant to the Contract;

"Warranty Period" shall have the meaning ascribed to it in Clause 13.1 of these Terms and Conditions;

"Year" means a period of twelve (12) months from the Contract Start Date specified in the Order Form and each consecutive period of twelve (12) months thereafter during the term of the Contract;

"Device" means a wireless device or other equipment incorporating a SIM Card.

"GSM Gateway" means a device (not designed or adapted to be capable of being used while in motion) designed or adapted to be connected by wireless telegraphy to the network or the wireless telecommunications system of another network operator and used for the purpose of sending and receiving messages or otherwise communicating by means of such other operator's network or telecommunications system

"IMEI Number" means an international mobile equipment identity number;

"Minimum Monthly Usage per SIM Card" means, per SIM Card, the minimum monthly usage set forth in the Order Form or any Additional Order per SIM Card which is in Commercially Activated State.

"Support Services" means the provision of Comgate's standard support services and day to day account management services by Comgate to the Client in accordance with Clause 10;

"Third Party Provider" shall mean any agent, distributor, 3rd party, OEM or integrator or any other third party to whom the Goods are provided, bundled with Client's value added

M2M solution, for ultimate provision to an End User.

2. Supply of the Services

2.1 In consideration of the payment by the Client from time to time of the Charges in accordance with Clauses 11 and 12

below, Comgate shall in accordance with the Contract and as specified in the Order Form:

2.1.1 provide the Services hereunder; and

2.1.2 grant to the Client for the duration of the Contract, (a) the right to use the Goods provided under the Contract to access and use the Services via the Network and (b) the right to provide the Goods to End Users and to Third Party Providers for ultimate provision of the Services to End Users, provided that at all times such End Users shall receive the Goods and Services bundled with the Client's value added M2M solution. The SIM Card may only be used in hardware designed to facilitate M2M communication and as accredited for use in the jurisdictions of such use where applicable. The Client acknowledges that the Services and the SIM Cards provided hereunder may be dependent upon the Client, the End User or the relevant Third Party Provider having suitable infrastructure available and on upon the use of an appropriate Device, and in the absence of such, some or all of the Services may be unavailable or may not function correctly. Comgate shall have no liability for such unavailability or failure to function. The Client shall, at all time, ensure that the SIM Cards and the Services provided hereunder are compatible with the infrastructure and the Devices used.

2.1.3 Except as expressly authorized herein, Client shall itself not, and shall not permit Third Party Providers or End-Users or any other person or entity under Client's direct or indirect control, to: (A) copy, adapt, vary, enhance or modify any portion of the Goods, obscure or amend any symbols, names or trademarks, or add any symbols, names or trademarks to the Goods; (B) take any action designed to defeat the operation of any security measure incorporated in the Services; or (C) use the Services in any manner not specifically authorized by this Contract. Client may only either (i) use the Services for its own use; or (ii) provide the Services to a Third Party Provider for ultimate use by an End User, provided however that such provision to End

User shall be together with and as a part of Client's value added M2M solution. Client acknowledges and agrees that in no event may the SIM Cards be sold or otherwise provided independently of the Services and other than as part of Client's value added M2M solution.

2.2 The Client acknowledges and agrees that the Contract shall apply to all Services provided by Comgate to or on behalf of the Client to the exclusion of all other terms and conditions. No terms or conditions delivered with or contained in Client's purchase orders, Additional Orders, specification, tender documents or any other document, will form part of the Contract. Client specifically agrees that it shall ensure that at all times the Third Party Providers and the End Users shall be subject to contractual terms incorporating the relevant terms hereof and that Client shall be liable to Comgate for any breach by a Third Party Provider or an End User of any of the terms hereof which are applicable to Client as if such terms were applicable directly to such party.

2.3 Comgate's employees, agents or distributors are not authorized to make any representations, undertakings or give any guarantees or warranties concerning the Services unless confirmed by Comgate in writing to form part of the Contract. In entering into the Contract the Client acknowledges that it does not rely on any such representations, undertakings, guarantees and/or warranties which are not so confirmed. This Clause 2.3 shall not limit or exclude either party's liability for fraudulent misrepresentation.

2.4 All information supplied to the Client by Comgate in relation to the Services, and Coverage Area, before or after a Contract is entered into (including without limitation in a tender) and the descriptions and illustrations contained in Comgate's catalogues, price guides and other advertising media (including without limitation Comgate's website) are approximate and constitute a general description by way of identification only, and such information and descriptions will not in any circumstances constitute a sale by description, nor will any statement made in any such document, on Comgate's website or any other electronic media, or any other statement made, whether orally or in writing by or on behalf of Comgate, be deemed to be a representation by which the Client has been

induced to enter the Contract. This Clause 2.4 shall not limit or exclude either party's liability for fraudulent misrepresentation.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, catalogue, acceptance of offer, invoice or other document or information issued by Comgate (including without limitation on Comgate's website) will be subject to correction without any liability on the part of Comgate.

2.6 Comgate may at any time without notifying the Client make any changes to the Services or discontinue such Services, in either case, as necessary to comply with any applicable safety, regulatory or other statutory requirements, or as required by any underlying service provider, or which do not materially adversely affect the nature or quality of the Services. For the avoidance of doubt any such changes or discontinuations under this Clause (other than a discontinuation of all Services hereunder) will not result in a reduction to the Charges.

2.7 The Client acknowledges that it shall be entitled during the term of the Contract to change the State of any of its SIM Cards so that such SIM Card is no longer Commercially Activated. As well, other than from a Retired State, the Client shall be entitled to change the State of a SIM Card from a non-Commercially Activated State to a Commercially Activated State. In the event that prior to the end of the Minimum Subscription Term for any SIM Card, the Client shall change the State of such SIM Card to a Retired or other permanently inactive State, then Comgate shall charge Client the SIM Card Retirement Charge. Client shall pay such Charge within thirty (30) days of request.

2.8 References to SIM State and billing behavior describe the general case. Billing behavior for particular accounts may differ from these descriptions due to specific contractual commitments set forth in the Order Form or any Additional Order.

3. Use of The Services

3.1 The Services are made available by Comgate to the Client on the basis that the Client itself shall at all times and cause the Third Party Providers and the End User at all

times to comply with and use the Services in accordance with this Agreement and to:

3.1.1 not use the Services for any improper, immoral or unlawful purposes, nor allow others to do so;

3.1.2 not act nor knowingly permit others to act in such a way that the operation of the Network, the Services, and/or the Goods will (or may) be jeopardized or impaired;

3.1.3 only use the Services, in accordance with all relevant legislation or regulation relating to such access and use in any applicable jurisdiction and as may be reasonably instructed by Comgate from time to time;

3.1.4 not be involved in or knowingly, recklessly or negligently permit any End User or any other person to be involved in any fraudulent or other unauthorized use or attempted use of the Network, and/or any Services, and/or Goods and to notify Comgate in writing immediately upon the Client becoming aware of or suspecting such activity and to comply with such instructions as may be required by Comgate with respect to such activity;

3.1.5 not be involved in or attempt to supply or use the Network, and/or Services, and/or Goods in any way which is prohibited by any applicable export control and economic sanction regulations, including those of the Netherlands and EU including but not limited to (1) any use to support or for the direct or indirect benefit of the governments of Iran or Syria, their public bodies, corporations and agencies or any person or entity acting on their behalf or at their discretion; or (2) any use for the oil and gas refining industry in Iran; or (3) any export, re-sale or otherwise transfer of the Goods and/or Services to a destination subject to Dutch or EU or other applicable embargo where that act would be in breach of the terms of that embargo, or to an entity, person or organization listed on any applicable sanctioned party lists including those of the Netherlands or EU. The Client shall notify Comgate in writing immediately upon the Client becoming aware of or suspecting such activity. In the event that Comgate reasonably believes that any provision of this Clause 3.1.5 has or may be breached, the Client will cooperate fully with Comgate's investigation to resolve the concern and will cause the relevant Third Party Providers and End Users to so cooperate. Comgate shall not be obligated to provide the Services or take any other action in furtherance of any transaction while such

investigation is pending. In the event that Comgate determines that the Client or any Third Party Provider or End User has breached or, if due to any of such party's failure to cooperate with an investigation, Comgate cannot determine that the Client, Third Party Provider or End User have not breached, any of the foregoing representations and covenants, Comgate shall have the right to terminate the relationship with the Client or limit or terminate the Services provided thereto without incurring liability for any reason, including without limitation, liability due to wrongful termination, lost profits or lost revenue.

3.1.6 not knowingly, recklessly or negligently permit any lost or stolen equipment and/or SIM Cards to be connected to the Network.

Client shall adhere to and enforce any procedures issued by Comgate from time to time in relation to any lost or stolen Goods and any claims in respect thereof;

3.1.7 comply with all directions and instructions issued by Comgate from time to time which concern or relate to the use of the Services;

3.1.8 except as is otherwise required to be permitted by law, reverse engineer, de-compile or modify the software or the SIM Card or Hired Equipment in any way or otherwise attempt to discover the source code object code or underlying structure, ideas or algorithms of the Services or any software, SIM Cards or data related to the Services;

3.1.9 Use the Services only for the purposes of M2M Communication.

3.1.10 not, without the prior written consent of Comgate, which may be withheld at Comgate's sole discretion, establish, install or use a GSM Gateway so that telecommunication services are provided via the GSM Gateway to third parties;

3.1.11 not use the Services fraudulently or in connection with a criminal offense or for the purpose of sending unsolicited text messages or any material which is offensive, abusive, indecent, obscene or menacing, a nuisance or a hoax, or which breaches any person's intellectual property rights or rights of privacy, or which is otherwise unlawful;

3.1.12 comply at all times with such reasonable operational requirements of Comgate as may be notified from time to time;

3.1.13 provide such information as Comgate may reasonably require evidencing compliance with the obligations set forth herein;

3.1.14 nor knowingly act or refrain from acting in such a way which may bring Comgate or its suppliers into disrepute or place them in breach of any applicable licenses, authorizations, provisions of law, regulations or directions.

3.1.15 not procure End Users for any improper, immoral or unlawful purpose;

3.1.16 store any SIM Cards it receives prior to activation in a suitable manner to ensure that the SIM Cards are not damaged in any way.

3.2 The Client shall at all times:

3.2.1 comply with all applicable laws and regulations with respect to its activities under the Contract and its use of the Services, and take all reasonable steps, including by means of contract, to ensure that End Users and Third Party Providers comply with the same;

3.2.2 carry out all other Client responsibilities set out in the Contract in a timely manner and ensure that the End-Users use the Services in accordance with the Contract and shall be responsible for use of the Services by End-Users;

3.2.3 obtain and maintain all necessary licenses, consents and permissions, and ensure that End Users' and Third Party Providers' obtain and maintain the aforesaid, all as necessary for Comgate, its contractors and agents to perform their obligations under the Contract, including without limitation, the Services;

3.2.4 ensure that its network and systems (and, as relevant, the network and systems of the End Users and Third Party Providers) comply with all specifications provided by Comgate from time to time.

3.2.5 Ensure compliance at all times with the terms in Appendix 3 hereto (Control Center Usage Guidelines) and the terms in Appendix 4 hereto (Network Communication Policy).

3.2.6 Ensure that each Device used with respect to the Services shall comply with the most recent applicable European and international standards to the extent that such compliance is required by relevant law or regulation.

3.2.7 Ensure that each Device will have its own unique and appropriate IMEI Number and that the Device shall send the IMEI Number to the Comgate network and to the SIM Card in a correct manner.

3.3 The Client acknowledges and agrees that the use of any device to route third party call traffic data services through the Network can cause capacity issues and may be illegal.

The Client must obtain Comgate's prior written consent before allowing such devices to operate on the Network.

3.4 The volume or rate of data and/or traffic that overloads or otherwise causes problems to the Network can be restricted by Comgate, the third party Network provider or any other party on their behalf.

3.5 The Client acknowledges and agrees that the use of content or information services and the possibility to send messages may be blocked temporarily or otherwise due to measures taken by network operators in order to prevent the dissemination of information that constitutes a criminal offence or may otherwise be unlawful in relation to third parties.

3.6 If (a) the Client or the End User or any Third Party Provider commits any breach (or Comgate reasonably suspects that such party is likely to breach) any of the obligations hereof, including such contained in Clauses 3.1 and 3.2, (b) use of the SIM Card or the Services may, in Comgate's sole opinion, have the effect of detrimentally affecting the Services, or the Network or if use of such is being made in a way which may be deemed prejudicial to Comgate or its suppliers (c) an emergency situation arises or any relevant authority or emergency service authority or provider so instructs, or (d) if Comgate has reasonable cause to suspect fraudulent use of the SIM Card or Device, then Comgate may (without losing or reducing any other right or remedy available to Comgate whether under the Contract or otherwise) suspend the Services, (fully or partially) temporarily without notice for such period as Comgate in its reasonable discretion considers appropriate. Notwithstanding such suspension under this Clause, the Client shall remain liable to pay all Charges in full due to Comgate during the suspension period.

3.7 The Client shall defend, indemnify and hold harmless Comgate against any and all claims, actions, proceedings, losses, damages, expenses and costs (including, without limitation, court costs and reasonable legal fees) of any kind whatsoever suffered or incurred by Comgate ("Indemnify") which arise out of or in connection with the Client's or End-User's use of the Services, or the Network.

4. Content of the Services

4.1 The Client acknowledges that it and the End Users make use of the Services solely

at their own risk. Neither Comgate nor its suppliers shall be liable to the Client, the End User, the Third Party Provider or any other party whatsoever in relation to the use of the Services, or any business decisions made or transactions undertaken by the Client or other third parties arising out of or in connection with the use of the Services or for any action taken in reliance upon the accuracy, completeness or continuous supply of the Services, or for any content sent to or from any Device. In the case in which the End-User is not the Client, Client will inform End-User (or will ensure that End User is informed in the event that End User receives the Goods directly or indirectly from a Third Party Provider) of all relevant terms in the Contract and will Indemnify Comgate for all claims made by End-User or by the Third Party Provider relating to the provision and functioning of the Goods, the Network, and/or the Services.

4.2 Comgate does not guarantee that unauthorized interception of the Network, the Services, or any data and/or traffic transmitted through the Services cannot occur.

5. Availability of the Services

5.1 The Client hereby acknowledges that the Services are only available within the Coverage Area. Notwithstanding the foregoing, the Client hereby acknowledges that the accessibility of the Network, the Coverage Area and the quality and availability of the Services may be affected by factors outside Comgate's control, such as (but not limited to) physical obstructions, atmospheric conditions and other causes of radio interference and by faults in other telecommunication networks to which the Network is connected, failure of third party providers, all on which Comgate is dependent for the provision of the Services. In connection with any such adverse effect on the Coverage Area and the quality and availability of the Services, it is not possible for Comgate to provide any undertakings that any particular traffic or data including a particular call, data in a GPRS session or SMS or signal can be sent, conveyed, or received in the intended manner, or at all, and Comgate shall incur no liability to the Client whatsoever. Notwithstanding such adverse effects to the Services during the term of the Contract, the

Client shall remain liable for the payment of all Charges set forth herein.

5.2 The Client acknowledges and agrees that the Coverage Area is provided by Comgate on a "best estimate" basis with respect to the geographical availability of the Services and this shall in no event be deemed to constitute any warranty, guarantee, condition, undertaking or representation whatsoever in relation to the coverage, availability and/or quality of the Services. Without derogating from the above, and notwithstanding anything to the contrary set forth herein or in Appendix 2, Customer acknowledges that the Services in any specific part of the Coverage Area depend on third party agreements with various roaming partners, and Comgate does not guarantee the continued availability of roaming partners or service providers in any part of the Coverage Area. Client further acknowledges that any of such roaming partners or service providers is liable to change at any time. Client also acknowledges that the Coverage Area may be varied based on the requirements of such provider, and/or may be varied if such variation is required by virtue of any court or governmental or administrative authority competent to require such removal, or by any applicable law, regulation or legislation.

5.3 From time to time, Comgate, the third party provider for the Network, and/or other third parties may perform routine maintenance or emergency maintenance which could cause some or all of the Services not to function partially or entirely, during the performance of such maintenance. Comgate and its third party suppliers shall not be liable for any failure or unavailability of the Services related thereto.

6. Use of SIM Cards

6.1 If a SIM Card is lost, stolen or damaged, the Client must notify Comgate of the same in writing as soon as is reasonably possible and in any event within twenty-four (24) hours of such event, and Comgate will make reasonable commercial efforts to disconnect the SIM Card as soon as reasonably possible. The Client will remain liable for all Charges incurred by the use of the lost, stolen or damaged SIM Card until such disconnection shall have occurred. On notification of a lost, stolen or damaged SIM Card, Comgate shall provide a replacement SIM Card. Comgate reserves the right to make a

charge for issuing a replacement SIM Card. In the event that Client becomes aware or suspects that any person is making improper or illegal use of the SIM Cards or the Services, Client shall notify Comgate immediately of such use.

6.2 Notwithstanding anything to the Contrary herein, the Client acknowledges and agrees that SIM Cards deteriorate due to use, environmental effects and aging for which Comgate shall not be liable.

7. Delivery of the Goods

7.1 Delivery of the Goods will be made by either (a) the Client collecting the Goods from Comgate's premises at any time after Comgate has notified the Client in writing that the same is ready for collection; or (b) if some other place for delivery is agreed by Comgate, by Comgate delivering the Goods to that place.

7.2 Any dates quoted for delivery of the Goods are approximate only and Comgate will not be liable for any delay in delivery of the Goods however caused. Time for delivery of the Goods will not be of the essence of the Contract unless otherwise previously agreed by Comgate in writing. The Goods may be delivered by Comgate in advance of the quoted delivery date upon giving reasonable notice to the Client.

7.3 The Client shall be deemed to have accepted the Goods when the Client has had seven (7) days to inspect the same after delivery for compliance with the terms of the Contract and has not informed Comgate in writing within that seven (7) day period of any failure in delivery to comply with the Contract. Notwithstanding anything to the contrary in this Contract, the Client shall always be deemed to have accepted Goods if the Client has put such Goods to commercial use.

7.4 If the Client fails to take delivery of the Goods or fails to give Comgate adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Client's reasonable control or by reason of Comgate's fault) then, without prejudice to any other right or remedy available to Comgate whether under the Contract or otherwise, Comgate may store the Goods or any of them until actual delivery and charge the Client for the reasonable costs (including insurance) of storage.

8. Risk

8.1 Risk of damage to or loss or unauthorised use of the Goods will pass to the Client:

8.1.1 in the case of Goods to be delivered at Comgate's premises, at the time when Comgate notifies the Client that the Goods are available for collection; or

8.1.2 in the case of Goods to be delivered otherwise than at Comgate's premises, at the time of delivery or, if the Client wrongfully fails to take delivery of the Goods, the time when Comgate has tendered delivery of the Goods.

8.2 Title in the Goods (including all software contained in the SIM Cards), shall not vest in the Client at any time and the Client shall not purport to pass title in the Goods to any third party.

8.3 The Client shall not be entitled to sell, let, pledge or in any way dispose of or charge by way of security for any indebtedness any of the Goods which shall remain the property of Comgate at all times.

8.4 The Client acknowledges that the Numbers do not belong to the Client, to the Third Party Provider or to the End-Users. The Client shall not acquire any rights whatsoever in any of the Numbers and shall make no attempt (whether by itself or via a third party) to apply for registration of the same as a trade mark (or otherwise) whether on its own or in conjunction with some other trading style.

9. Additional Orders

9.1 The Client may, from time to time, during the period of this Contract wish to receive Services, and/or Goods which are in addition to those set out in the Order Form.

9.2 If the Client wishes to receive additional Services, the Client shall submit its Additional Order to Comgate in writing (or in such other form as may be accepted by Comgate from time to time) for evaluation and acceptance by Comgate. Any Additional Order shall state the original Contract reference number specified in the Order Form, to which the Additional Order is connected.

9.3 Additional Orders submitted by the Client shall only be accepted by Comgate when confirmed in writing (or electronic form) by Comgate to the Client and allocated an order number by a Comgate authorized representative. Comgate shall not be obligated to accept any Additional Orders.

9.4 The Client will be responsible to Comgate for ensuring the accuracy and

completeness of the Additional Order (including any applicable specification) submitted by the Client to Comgate.

10. Support Services

10.1 During the term of the Contract, Comgate shall provide the Client with Support Services during such business hours as Comgate shall notify to the Client from time to time and in accordance with Comgate's support services policy in effect at the time the Support Services are provided. Comgate may amend its Support Services policy in its sole and absolute discretion.

10.2 Notwithstanding any other provision in the Contract, Comgate will not be responsible for failure to provide the Support Services where such failure is as a result of the act or omission of the Client (and/or its agents or subcontractors), the End Users or the Third Party Providers including, without limitation, the improper use, operation or neglect of either the Services, the Goods or the failure by the Client to implement or enforce recommendations in respect of or solutions to faults previously advised by Comgate.

10.3 In relation to the provision of the Support Services the Client shall:

10.3.1 use its reasonable endeavors to make available and ensure the co-operation of the End-Users and/or the Third Party Providers and such staff of the Client as are reasonably required on a timely basis to liaise with Comgate in relation to the provision of the Support Services;

10.3.2 promptly furnish Comgate with such other information, documents and instructions as Comgate may reasonably request for the proper performance of its obligations hereunder; and

10.3.3 provide answers on a timely basis to queries, consents and approvals requested by Comgate to enable Comgate to provide the Support Services.

11. Charges

11.1 The Client shall pay the Charges in the currency and at the frequency set out on the Order Form or any Additional Order and any additional sums which are agreed from time to time between Comgate and the Client for the provision of the Services. Time shall be of the essence in relation to the payment of the Charges.

11.2 All Charges quoted to the Client are exclusive of all taxes and/or duties of any nature imposed upon the provision and/or delivery of the Services to the Client and Client shall be liable therefore, including without limitation, any local taxes on the supply of the SIM Card and any Value Added Tax. Client shall be liable for the payment of all such taxes at the applicable rate in force. In the event that the Client is required to withhold any sums due to Comgate under this Agreement as a matter of law, the Client shall pay such additional amount to Comgate as would leave Comgate in the same position as if such amounts had not been withheld. If the Client does not meet the Minimum Monthly Usage per SIM Card, then Comgate shall have the right to change the Charges to Comgate's standard pricing, as published by Comgate from time to time. At the end of each year from the ordering of a SIM Card, if the Monthly Subscription Fee and Usage Charges for each SIM Card (calculated on a per SIM Card basis) amounted together to less than the Minimum Annual Charge per SIM for the relevant year (or in the first year, the Minimum First Year Charge Per SIM Card), then the Client will pay, within 30 days of invoice, a fee equal to the difference between the Minimum Annual Charge Per SIM (or in the first year, the Minimum First Year Charge Per SIM Card) for the relevant year and the Subscription Fee and Usage Charges actually paid by the Client during such year. Such amount shall be paid per SIM Card whether or not such SIM Card was Commercially Activated and whether or not such SIM Card had been changed to a non-Commercially Activated Status, unless such SIM Card had been placed in a Retired Status in which case the SIM Card Retirement Charge shall apply.

12. Invoicing

12.1 Subject to any special terms agreed in writing between the Client and Comgate, Comgate will invoice the Client: 12.1.1 in advance for the Order Fee; and 12.1.2 monthly in arrears for all other Charges. Comgate reserves the right to request amendments to the invoicing cycle referred to in Clause 12.1.1 and 12.1.2 and the Client's consent thereto shall not be unreasonably withheld or delayed. With respect to different Services which are provided to Client pursuant to an Additional Order, the invoice cycle shall be as specified by Comgate to Client.

12.2 All Charges and any additional sums payable by the Client to Comgate under the Contract shall be paid by the Client in full (together with any applicable taxes, and without any set-off or counterclaim or other deduction) within thirty (30) days of the date of Comgate's invoice.

12.3 All bank charges imposed by the transmitting or receiving bank shall be for the account of Client.

12.4 If payment is not made on the due date, Comgate shall be entitled, without limiting any other rights or remedies it may have whether under the Contract or otherwise, to:

12.4.1 charge interest on the outstanding amount (both before and after any judgment) at the rate of two per cent (2%) above the base rate of Lloyds TSB Bank plc (or its successors) from the due date until the outstanding amount is paid in full; and

12.4.2 to suspend the Services (either in whole or in part) temporarily upon notice to the Client, but the Client shall at all times remain liable to pay all Charges incurred during the suspension period until payment in full has been made to Comgate.

12.4.3 to refuse to accept any new orders for Services from the Client.

12.5 Client may not contest a previously issued invoice more than thirty (30) days after the invoice date.

13. Warranty

13.1 Subject to the provisions of this Clause 13, Comgate warrants that the Goods will correspond in all material respects with their specification at the time of delivery and to the extent applicable will be usable for receipt of the Services, and will be free from defects in material and workmanship for a period of ten (10) months from the date of delivery (the "Warranty Period").

13.2 The warranties given by Comgate in this Clause 13 are provided only to Client and to no other party and are subject to the following conditions:

13.2.1 Comgate shall have no liability in respect of any defect arising from improper storage, fair wear and tear, willful damage, negligence, abnormal working conditions, failure to provide competent supervision, failure to follow Comgate's or its third party provider/manufacture's instructions (whether oral or in writing), incorrect installations, maintenance, misuse or alteration or repair of the Goods and the associated Services

without Comgate's prior written approval in each case by anyone other than Comgate. Without derogating from the above, Comgate shall have no liability for any defect arising from any other circumstances for which Comgate and its third party provider/manufacturer are not responsible;

13.2.2 Comgate shall have no liability under the warranties set out in this Clause 13 (or any other warranty, condition or guarantee) if the total price for the Goods and the associated Services has not been paid by the Client to Comgate by the due date for payment;

13.2.3 the warranty set out in Clause 13.1 does not extend to Goods or parts or materials not supplied directly by Comgate, or services not provided directly by Comgate, in respect of which the Client will only be entitled to the benefit of any such warranty or guarantee as is given by the supplier or service provider to Comgate;

13.2.4 the Client shall provide Comgate or its agent is given a reasonable opportunity to inspect the Goods which are alleged to be defective (with the Client bearing all reasonable costs of such inspection); and

13.2.5 for those Goods which are alleged by the Client to be defective, such Goods shall be returned by the Client to Comgate's premises (or such other address as specified by Comgate) with transportation charges prepaid by the Client (unless Comgate agrees otherwise in writing).

13.3 If any of the Goods are defective during the Warranty Period, the Client shall promptly notify Comgate in writing of the defect in question. Where any valid warranty of any of the Goods is based on any defect in the quality or condition of the Goods, Comgate will be entitled to repair or replace the Goods (or the part in question) free of charge or, at Comgate's sole discretion, refund to the Client the price of the affected Goods (or a proportionate part of the price), but Comgate will have no further liability to the Client. Comgate will be entitled to invoice the Client for any replacement Goods sent to the Client prior to the resolution of any complaint. With respect to any replacement or repair of the Goods hereunder, Comgate's sole responsibility shall be to deliver such Goods to a single address specified by Client.

13.4 Except as expressly provided in these Terms and Conditions, all other warranties, conditions, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, in respect of the

Goods and the Services are hereby excluded by Comgate to the fullest extent permitted by law and Comgate shall have no other obligation, duty or liability whatsoever in contract, tort, statute or otherwise to the Client or any other third party. Without prejudice to the generality of the foregoing, Comgate specifically disclaims the implied warranties of merchantability, satisfactory quality and/or fitness for a particular purpose.

13.5 Comgate warrants that in performing the Services it will exercise reasonable care and skill.

13.6 This Clause 13 sets out Comgate's entire liability and the Client's sole and exclusive remedies in respect of any breach of warranty under this Clause 13. Comgate specifically disclaims any and all warranties with respect to the availability of wireless airtime or network capacity.

14. Limitation on Liability

14.1 This Clause 14 sets out Comgate's total liability to the Client arising out of or in connection with the Contract whether under contract, tort, statute or otherwise and all other liability of Comgate to the Client is, subject to Clause 14.2, hereby excluded.

14.2 Nothing in the Contract shall be interpreted as excluding or limiting a Party's liability for:

14.2.1 death or personal injury to the extent that such death or injury results from the negligence of a Party, its employees, agent or sub-contractors; or

14.2.2 fraud or fraudulent misrepresentation.

14.3 Subject always to Clause 14.2, the total liability of Comgate to the Client in any Year shall not exceed the amount of the Charges which would be payable to Comgate by the Client under this Contract in the Year in which such liability arose assuming the same level of Charges being paid for the remainder of that Year as were paid prior to the date that the liability arose in that Year and assuming that the Contract is not terminated during that Year.

14.4 In no event shall Comgate be liable, whether under contract, tort, statute or otherwise, for any incidental, special, indirect or consequential loss or for any:

14.4.1 loss of use or downtime;

14.4.2 loss of profits, savings or revenues;

14.4.3 loss of goodwill;

14.4.4 loss of business;

14.4.5 loss of or corruption to data;
14.4.6 any damage relating to the procurement by the Client of any substitute goods or services;
14.4.7 any damage arising from Comgate's response to a lawful request made by local or national law enforcement or regulatory authorities for access to any Client, Third Party Provider or End User data in Comgate's possession as a result of Comgate's performance under this Contract. For the avoidance of doubt, none of the types of loss referred to in Clauses 14.4.1 to 14.4.6 inclusive shall constitute direct loss for the purposes of the Contract.

14.5 Without derogating from any of the above, Comgate shall not be responsible or liable for any damage to or effect on (a) any equipment, applications or services in which or with respect to which the Goods or Services are used, (b) any electronic or radio systems in any equipment, vehicles or aircraft in the vicinity of users of the Services, unless, in either case, caused by the negligence of Comgate. In any event, the Customer shall be responsible for testing the Goods and Services prior to using such on a commercial basis and shall refrain from continuing to use such Goods and Services to the extent that there is any indication that doing so will cause any of the aforesaid damage.

15. Term and Termination

15.1 The Contract shall commence with effect from the Contract Start Date specified in the Order Form and shall remain in force until terminated.

15.2 Comgate reserves the right to refuse to deliver the Goods to the Client and/or perform the Services where the Client has not signed and returned the Order Form or any Additional Order to Comgate and paid the Order Fee and any other required upfront charges.

15.3 Comgate will have the right to terminate the Contract without liability thereunder upon thirty (30) days' notice to the Client at any time following two (2) years from the Contract Start Date (as set forth in the Order Form) (a "Termination for Convenience").,

15.4

15.4.1 The Client shall be entitled to terminate this Contract at any time, upon thirty (30) days' notice to Comgate, provided that if such

termination is not due to a material breach of the Contract by Comgate, then Client shall be required to pay Comgate the Contract Termination Charges within thirty (30) days' of such termination without any set off or withholding or deduction whatsoever.

15.5 Comgate may (without limiting any other right or remedy it may have whether under the Contract or otherwise) at any time terminate the Contract immediately by notice in writing to the Client at any time if:

15.5.1 the Client fails to pay the Charges within thirty (30) days of the due date for payment; or

15.5.2 the Client commits any other breach of these Terms and Conditions (or fails to prevent any such breach by a Third Party Provider or End User) and (if capable of remedy) fails to remedy the breach within twenty-one (21) days after being required by written notice to do so. If the breach is not capable of remedy no prior notice period shall be required; or

15.5.3 the Client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed; or

15.5.4 the Client is unable to pay its debts as they fall due, or becomes bankrupt or insolvent or files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law; or begins negotiations with any creditor with a view to the readjustment or rescheduling of any of its indebtedness; or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or any class of creditors; or

15.5.5 any steps are taken with a view to the Client being adjudicated or found insolvent; or the winding-up or dissolution of the Client other than in connection with a solvent reconstruction, or a winding up petition the terms of which have been previously approved in writing by Comgate; or the Client obtaining a moratorium or other protection from its creditors; or the appointment of a trustee, supervisor, receiver, administrative receiver, liquidator, administrator or similar officer in respect of the Client; or

15.5.6 the Client ceases or threatens to cease to carry on its business; or

15.5.7 if there is a change in control of the Client.

15.6 On the expiry or termination of the Contract:

15.6.1 any Charges due and payable as at the date of termination or expiry together with all outstanding arrears of Charges and any interest (if applicable) payable by the Client

shall become immediately due and payable to Comgate; and

15.6.2 all rights pursuant to Section 2.1.2 hereof as well as the right granted to the Client and the End Users to use the SIM Cards, including Numbers, shall terminate immediately (resulting in the disconnection of the SIM Cards and Numbers) and all such Numbers shall be re-assigned to Comgate or its third party provider and in the event of termination by Comgate pursuant to Clause 15.5, the Contract Termination Charge shall become immediately due and payable. The Client shall immediately return to Comgate all SIM Cards supplied by Comgate to the Client during the duration of the Contract; and

15.6.3 any Numbers reserved for the Client's use but which have not been used by the Client or the End-Users or connected to the Network shall be re-assigned to Comgate or its third party provider immediately; and

15.6.4 the Client shall immediately return to Comgate all of the Hired Equipment and other Comgate property in its possession or control and/or in the possession or control of a Third Party Provider or an End-User; and

15.6.5 Comgate shall be entitled upon giving reasonable prior written notice to enter the Client's premises in order to remove the Goods the title of which belongs to Comgate or its third party providers.

15.7 Without derogating from Comgate's rights set forth in this Contract and pursuant to law, upon (i) any termination of the Contract howsoever arising (other than due to a material breach of the Contract by Comgate, a Termination for Cause, or a Termination for Convenience) Client will be obligated to pay the Contract Termination Charge to Comgate; and (ii) any SIM Card being placed in a Retired State, Client will be obligated to pay the SIM Card Retirement Charge to Comgate, each in cleared funds within 30 days of request by Comgate.

16. Confidentiality

16.1 In this Clause "Confidential Information" shall mean any and all information disclosed by Comgate to the Client in any form or manner, provided that each such item of information would appear to a reasonable person to be confidential or is

specifically stated by Comgate to be confidential.

16.2 The Client shall at all times keep confidential all Confidential Information disclosed to, or obtained by the Client under or as a result of the Contract, and will not divulge such information to any third party. Without prejudice to the foregoing, such information may be divulged where this is necessary for the proper performance of the Contract and providing the Client ensures that the recipient of such information agrees to substantially the same or similar obligations of confidentiality to that set out in this Clause.

16.3 The Client shall not be required to treat as Confidential Information any information which is:

16.3.1 already lawfully in its possession;

16.3.2 becomes publicly available other than as a result of any breach of the Contract by the Client;

16.3.3 is lawfully obtained from any third party without restriction on disclosure; or

16.3.4 where disclosure is required by law or competent regulatory authority; provided always that before such disclosure is made the Client shall promptly notify Comgate in writing of such disclosure.

16.4 The obligations and restrictions imposed by this Clause shall survive the termination or expiry of the Contract.

17. Data Protection

17.1 The Parties shall ensure that they shall at all times comply with the provisions and obligations imposed by the Data Protection Act 1998 and the Data Protection Principles (together with the equivalent applicable rules and legislation in each other jurisdiction in which the Parties operate) together with any subsequent re-enactment or amendment thereof in storing and processing personal data.

17.2 If Comgate processes any personal data on the Client's behalf when performing its obligations under the Contract, the Parties record their intention that the Client shall be the data controller and Comgate the data processor and in any such case:

17.2.1 the Client acknowledges and agrees that the personal data may be transferred or stored outside of the European Economic Area or the country where the Client, the Third Party Providers and the End Users are located (including in the USA) in order for Comgate (or a third party on Comgate's behalf) to carry out

the Services and Comgate's other obligations under the Contract;

17.2.2 the Client shall ensure that at all times the Client is entitled to transfer the relevant personal data to Comgate so

that Comgate may lawfully use, process and transfer the personal data in accordance with the Contract on the Client's behalf;

17.2.3 the Client shall ensure that any request it makes to Comgate to access, process and use information relating to Client, its employees or End Users, including without limitation communications data such as traffic or location data or mobile network measurements from which location and other data can be extracted or calculated, is in compliance with all relevant laws and regulations;

17.2.4 the Client shall ensure that use of the Services by it and its End Users is fully compliant with any relevant laws or regulations applicable to the retention or storage of data and the use, location or security of any servers or data bases on which any of the information relating to or generated by the Services is maintained;

17.2.5 the Client shall ensure that the relevant third parties (including, without limitation, the End Users) have been informed of, and have given their consent to, such use, processing, and transfer as required by all data protection legislation. Client guarantees that it will be authorized to represent the End-User and such other third parties in this matter and the Client agrees to Indemnify Comgate for any claim of an End-User or any other relevant third party alleging that Comgate did not have the right to process and transfer such third party's personal data according to the terms hereof;

17.2.6 Comgate shall only process the personal data in accordance with those Terms and Conditions and any lawful instructions reasonably given by the Client in writing from time to time; and

17.2.7 each Party shall take appropriate technical and organizational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

18. European Economic Area (EEA) USAGE OF SERVICE

18.1 To the extent that the Roaming Regulation (531/2012/EC) (the "Roaming Regulation") applies to the Services provided hereunder, Customer hereby acknowledges that Comgate and its suppliers may not be

able to provide the Services hereunder according to this Agreement if decoupling and local break out pursuant to Articles 4 and 5 of the Roaming Regulation are effected by the Customer or by an End User hereunder.

18.2 If Customer is the End User, Customer hereby acknowledges that the use of decoupling or local breakout in connection with the Services may result in disruption of service or otherwise impact the quality of service provided.

18.3 If Customer is not the End User, Customer shall ensure that any and all End Users using the SIM Cards for the Services hereunder, be informed that the use of decoupling or local break out in connection with this Service may result in disruption of service or otherwise impact the quality of service provided.

18.4 Customer acknowledges, and shall ensure that End Users acknowledge and agree that in the event any End User chooses an alternative roaming provider other than Comgate (and its supplier), then Comgateshall have no obligation to perform the Services in accordance with this Agreement, and neither Comgate nor its supplier shall be liable for any failure to provide the Services or in any disruption in the provision of the Services. Customer shall continue to be liable for any and all Charges payable hereunder. Customer shall Indemnify Comgate for any and all claims by an End User or any other third party with respect to, or in any way related to, any cessation or disruption of the Services hereunder due to the choice by an End User of an alternative roaming provider other than Comgate (and its supplier).

18.5 Nothing herein shall be deemed to provide any party with any rights with respect to decoupling and/or local break out or with respect to any provision of the Roaming Regulation to the extent that such party does not otherwise have such rights under the Roaming Regulation or under applicable law.

19 General

19.1 The Contract constitutes the entire agreement and understanding between the Parties, and shall supersede any and all communications, understandings, representations and agreements (whether written or oral) relating to the subject matter set out herein. Nothing in this Clause shall operate to limit or exclude a party's liability for

fraudulent misrepresentation. The Contract may not be varied except in writing between the Parties. All other Terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

19.2 A notice required or permitted to be given by either Party to the other under the Contract shall be in writing and addressed to the other Party at its registered office or principal place of business, or such other address as may have been notified in writing by one Party to the other.

19.3 No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.4 If any provision of the Contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.

19.5 The Contract may be entered into in any number of counterparts by the Parties, each of which when so executed and delivered shall be deemed to be an original.

19.6 Except as otherwise expressly stated in the Contract, nothing in the Contract confers any rights on any person (other than Parties to the Contract) pursuant to the Contracts (Rights of Third Parties) Act 1999.

19.7 The Client may not assign, novate, transfer, charge or otherwise deal with the benefit or the burden of the Contract. Comgate may assign, novate, transfer, sub-contract, charge or otherwise deal the Contract and/or any of its rights and/or obligations thereunder at any time without the consent of the Client.

19.8 No announcement concerning the terms or the subject matter of the Contract shall be made or caused to be made before the commencement of, during or after the termination of, the Contract by any Party without the prior written approval of the other Party (such approval not to be unreasonably withheld or delayed).

19.9 Comgate may vary the Terms and Conditions of the Contract immediately in writing if new legislation, statutory instrument or other governmental regulation or the terms under which Comgate provides the Services and/or access to the Network make such variation necessary. For the avoidance of doubt the Client acknowledges that the

Charges will not be reduced as a result of the provisions of this Clause.

19.10 The Client acknowledges and agrees that Comgate and/or its licensors or third party providers own all intellectual property rights in the Services, the SIM Cards and/or the Hired Equipment, which shall include, without limitation, any and all trade and service marks, inventions, patents, copyright, design rights (whether registered or unregistered), database rights and all other intellectual property rights subsisting anywhere in the world. The Client shall not, and shall not allow the Third Party Providers or the End Users to use any name or trademark or other designation of Comgate or its suppliers, including any contraction or abbreviation of the aforesaid, without the written consent of Comgate. Any and all intellectual property owned by Comgate or its suppliers may be enforced by such parties.

19.11 Comgate will not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Comgate's obligations under the Contract if the delay or failure was due to any cause beyond Comgate's reasonable control including (but not limited to) acts of God, explosion, flood, tempest, fire, accident, lightning, war, disorder, malicious damage, industrial disputes (whether or not including Comgate employees), acts of local or central government or other competent authorities, the failure of a utility service or telecommunications network, the Network provider ceasing to provide services to Comgate for any reason, compliance with any law or government order, rule, regulation, direction, accident, breakdown of machinery or default of suppliers or sub-contractors provided that the Client is notified, as soon as possible after the occurrence of such event and its expected duration.

19.12 In the event of these Terms and Conditions conflicting with the Order Form, or any Additional Order, the Order Form or any such Additional Order shall take precedence

19.13 This Contract (including non-contractual claims or disputes), shall be governed and construed exclusively by and in accordance with the laws of The Netherlands, without regard to the conflict of laws provisions thereof.

19.14 In the event that a dispute is not settled by negotiations within thirty (30) days, the dispute shall be finally settled solely and exclusively under the Rules of Arbitration of the International Chamber of Commerce by

three (3) arbitrators appointed in accordance with the said Rules. The place of arbitration shall be in Utrecht, The Netherlands. The arbitration shall be conducted in Dutch language, and the award of such arbitration shall be final and binding upon the Parties and may be enforced in any court of competent jurisdiction. The arbitrator shall give detailed explanations and reasoning for his judgment. The arbitrator's award may include compensatory damages against either party but under no circumstances will the arbitrator be authorized to nor shall he award consequential, incidental, special, punitive or multiple damages against either party. All arbitral proceedings conducted with reference to this arbitration clause shall be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to any third party without the written consent of the parties to such arbitration, except for their legal advisors and other third party advisors with a need to know of such proceedings, provided that such third party advisors are subject to confidentiality undertaking not less strict than the provisions of this confidentiality undertaking. The immediately preceding sentence notwithstanding, neither party shall be prevented from disclosing such information if, and to the extent, such party is obliged to disclose it under statute, regulation, decision of a governmental authority, stock exchange obligation or similar, provided that (to the extent lawfully and reasonably possible) the disclosing party first consults with any affected party as to the nature, proposed form, timing and purpose of such disclosure and uses all reasonable endeavors to ensure that such information is treated by any receiving party as confidential.

APPENDIX 3

COMGATE M2M CONTROL CENTER USAGE GUIDELINES

- 1 Introduction
These policies apply to all customers and users of the Service ("Users") of Comgate M2M Control Center. Customer will be responsible to ensure that the agreements entered into with its customers ensure that all Users will abide by these Guidelines. Comgate, and its sub-suppliers ("Suppliers") of the Comgate M2M Control Center reserve the right to suspend use of the Comgate M2M Control Center for nonpayment, apparent device or application malfunctions and perceived violations of these User Guidelines, with use to be promptly restored upon resolution.
- 2 Registration
As a condition to using the Comgate M2M Control Center, each administrative User of the Comgate M2M Control Center may be required to register with Comgate or its Suppliers and select a unique password and user name ("User ID"). Customer shall ensure that the agreements it enters into with its customers ensure that each of such Users provides accurate, complete, and updated registration information. A User may not (i) select or use as a User ID a name of another person with the intent to impersonate that person; or (ii) use as a User ID a name subject to any rights of a person other than such user without appropriate authorization.
- 3 Applicable Laws
Users will not use the Comgate M2M Control Center or related software in any manner that (a) infringes the intellectual property or proprietary rights, rights of publicity or privacy or other proprietary rights of others, (b) violates any applicable law, statute, ordinance or regulation, including but not limited to laws and regulations related to export, spamming, privacy, consumer and child protection, obscenity or defamation, or (c) is harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, or similarly offensive.
- 4 Security
Users will not violate or attempt to violate the security of the Comgate M2M Control Center, including, without limitation, (a) accessing data not intended for such User or logging into a server or account which such User is not authorized to access, (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization, (c) attempting to interfere with, disrupt or disable Comgate M2M Control Center to any User, host or network, including, without limitation, via means of overloading, "flooding", "mail-bombing" or "crashing", (d) forging any TCP/IP packet header or any part of the header information in any e-mail, (e) taking any action in order to obtain Comgate M2M Control Center to which such User is not entitled or (f) sending any virus, worm, Trojan horse or other harmful code or attachment. Violations of system or network security may result in civil or criminal liability. Comgate and its Suppliers reserve the right to monitor the Comgate M2M Control Center at any and all times to facilitate compliance with these User Guidelines but is not obligated to do so. Each User consents to the processing of information necessary to provide the Comgate M2M Control Center at Comgate's or its Suppliers' data Centers.
- 5 Confidentiality
User acknowledge that the Comgate M2M Control Center (and related information provided) represents valuable proprietary information of Comgate and its Suppliers and that unauthorized dissemination or use of this information is prohibited and could cause irreparable harm to Comgate and its Supplier. User will hold such information in confidence, including the results of any evaluation, and will only use such information in

connection with the Comgate M2M Control Center. User will not disclose such information to any person or entity that is not bound by these terms. The three preceding sentences do not apply to information that: (i) is or lawfully becomes a part of the public domain; (ii) was previously known without restriction on use or disclosure; (iii) is rightfully received from a third party; (iv) is independently developed; (v) is approved for release by Comgate or its Suppliers; or (vi) is disclosed in response to a valid order of a court or lawful request of governmental agency or as otherwise required by law, provided that User first notifies Comgate and secures an appropriate protective order.

- 6 Intellectual Property
User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Comgate M2M Control Center or any technology related to the Comgate M2M Control Center ("Technology", including documentation); modify, translate, or create derivative works based on the Comgate M2M Control Center or Technology; or copy (except for reasonable archival purposes), rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Comgate M2M Control Center or Technology; use the Comgate M2M Control Center or Technology for timesharing or Comgate M2M Control Center bureau purposes or otherwise for the benefit of a third party, except for authorized end users; or remove any proprietary notices or labels with respect to the Comgate M2M Control Center. User will not use the Comgate M2M Control Center, related software or Technology or access it, as applicable, in order to build a competitive product or Comgate M2M Control Center, build a product or Comgate M2M Control Center using similar ideas, features, functions or graphics of the Comgate M2M Control Center, or copy any ideas, features, functions or

graphics of the Comgate M2M Control Center. Comgate and its Suppliers retain all rights in the Comgate M2M Control Center, related software and Technology and are free to use any User feedback on the Comgate M2M Control Center without notice, attribution or compensation. To be clear, no express or implied license to any Comgate or Comgate's Suppliers' patents is conferred in connection with use of the Comgate M2M Control Center.

- 7 Indemnification
User will indemnify Comgate and its Suppliers from any claim by a third party (the "claim" including all related liability, loss or expense, including attorneys' and experts' charges) that User's use of the Comgate M2M Control Center with User's devices and applications violates these User Guidelines (including the recommendation against use in fail safe conditions described below) or infringes the intellectual property rights of such third party, except to the extent such third party intellectual property rights claim arises regardless of User's devices and applications and will defend such claims at Comgate's or the relevant Supplier's request, provided that Comgate promptly notifies User or Supplier promptly notifies Comgate of the claim and reasonably cooperates in its defense.

- 8 Disclaimer
Comgate M2M Control Center will be provided by Comgate's Suppliers consistent with prevailing industry standards in a manner that endeavors to minimize errors and interruptions in the Comgate M2M Control Center. Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance or because of other causes beyond Suppliers' or Comgate's reasonable control. Comgate and suppliers do not warrant the end results obtained as result of using the Comgate m2m control center together with user's devices and applications or that use of the Comgate m2m control center will

be uninterrupted or error free. Comgate and its suppliers disclaim all implied warranties of merchantability and fitness for a particular purpose and noninfringement. In no event will Comgate and suppliers be liable to user for any direct, indirect, consequential, exemplary, special, or incidental damages in connection with the service, any third-party internet materials or use of the operator network. use of the service in connection with applications that require fail- safe technology is not recommended because the Comgate m2m control center is not designed for these applications. For the purpose of this service user guidelines the fail-safe applications are any application where a malfunction may result in loss of life, bodily injury, major environmental impact or property damage, typically in the medical, military, aviation and nuclear fields of use, all use of the Comgatem2m control center is at user's own risk.

APPENDIX 4

NETWORK COMMUNICATION POLICY

Reference herein to Customer shall also include End-User and Third Party Provider where applicable, provided that Customer is responsible for compliance herewith by all such parties.

1. Network Communication Policy

1.1. The Customer is responsible for, and shall assure, that their entire M2M solution including modem, device, applications and servers follow this Comgate Network Communication Policy. Comgate reserves the right to terminate whole or parts of the Customer's M2M solution due to non-compliance with the Network Communication Policy. Comgatereserves the right to charge for any unexpected cost that may occur due to non-compliance with the Network Communication Policy and is directly related thereto, provided that it first discusses and agrees such amounts with Customer.

2. Peak Signaling Management

2.1. Network activities shall NOT be synchronized, i.e. the customer's M2M solution may not be designed so that a number of devices will try to connect or communicate at

the exact same time. This is valid for scheduled tasks as well as reconnects due to communication failures. If a number of devices are to reconnect or communicate, the activity shall be spread over a period of time.

2.2. Modem shall NOT be configured in Auto-Retry mode, instead the device shall implement a retry mode that is less frequent than the acceptable retry mode described in this document.

2.3. Acceptable retry mode when the application does not get a clear and actionable error code:

a) GSM/GPRS Registration Failures. It is acceptable for an application to reboot the modem in case of GSM registration failure or in case of GPRS Attach failure due to transient reasons or due to no network available, but no more frequently than once every 5 minutes, not more than 10 times per hour and not more than 20 times per day.

b) SMS Failures. It is acceptable for an application to retry in case of SMS failures. Retries may be attempted no more frequently than once every minute, not more than 10 times per hour and not more than 15 times per day.

c) PDP Context Activation Failures. It is acceptable for an application to retry in case of PDP Context Activation failures. Retries may be attempted no more frequently than once every minute, not more than 10 times per hour and not more than 20 times per day.

d) No Traffic/Server Down. When a device is unable to send/receive data to/from a server, it is recommended that the data connection is verified by attempting to reach a known good or public server. Alternatively, it is acceptable for an application to reset the data connection by deactivating and re-activating the PDP Context. However, resets may be attempted no more frequently than once every 1 minute, not more than 10 times per hour and not more than 20 times per day.

e) SMS retries using SMSC account when SMS sent from SMSC account to M2M device cannot be delivered for any reason. Maximum 5 expired SMS for one day or 20 expired SMS for one week per single device is accepted.

2.4. When the application gets a clear and actionable error code, the M2M solution is recommended to take appropriate and logical action according to the mobile network error code, with the goal that this shall result in less frequent retries than the Acceptable retry mode when the application does not get a clear and actionable error code.

2.5. Conservative Use of Resources

- a) Customer shall make sure that devices are switched off when subscription is terminated.
- b) PDP context should be torn down if no new data session is expected within 6 hours.
- c) Customer should agree on the implementation of any keep-alive functionality with Comgate to make sure that it is optimized for the network.

3 Standard Compliance

3.1. Devices shall be compliant with the latest GSM and UMTS standards from 3GPP.

4 Maintainable Solution

Comgate recommends to adhere to the following guidelines so that Comgate can fully support the Users:

- 4.1. SIM-OTA: The device shall allow Comgate to update SIM card parameters over the network.
- 4.2. The customer shall be able to restart their devices promptly upon Comgate request.
- 4.3. The M2M Solution shall be able to handle that available mobile networks and services will change over time.
- 4.4. The M2M Solution shall consider the device development guidelines provided at the Control Center resource page. Comgate should be consulted if there are major deviations between the guidelines and the M2M Solution.