

Except as otherwise defined herein and except where the context requires otherwise, words and expressions defined in the General Terms and Conditions set out in Part A, shall have the same meanings when used in these terms and conditions.

1. Additional Definitions “Device” means the wireless device, or Equipment incorporating a SIM Card. “GPRS Bearer” means the General Packet Radio Service provided by the Network Operator which forms part of the Airtime. “GSM Gateway” means a device (not designed or adapted to be capable of being used whilst in motion) for wireless telegraphy designed or adapted to be connected by wireless telegraphy to the CloudClevr Limited System or the cellular telecommunications system of another network operator and used solely for the purpose of sending and receiving messages conveyed by means of the CloudClevr Limited System or the cellular telecommunications system of another network operator. “Minimum Period” means the term of 12 months from the date of connection of each SIM Card to the Airtime, or such other period as is agreed in writing. “Mobile Equipment” means the items supplied by CloudClevr Limited to the Customer under this Agreement and includes any Software (but not End-User Licensed Software) and documentation supplied under this Agreement. “Mobile Web Service” means the service which enables certain Devices to access the Internet using GPRS. “Mobile Extension” means the service which uses certain wireless extension technology in conjunction with a private circuit or virtual private circuit and that enables certain Devices to operate as part of the Customer’s wireless private or virtual private voice network. “SMS Text Messaging Service” means the short message service, which enables text messages to be sent to, and received from, SIM Cards via Devices connected to the Wireless Services. “SMS Land to Mobile Text Messaging Service” means the usage based short message service, for text messages sent to SIM Cards via a software application in conjunction with a private or virtual private circuit linking the Customer’s wireless private or virtual private data network with the Wireless Services. “Wireless Services” means the provision by CloudClevr Limited to the Customer of Airtime, Equipment, GPRS Bearer, Mobile Extension, Mobile Web Service, SMS Text Messaging Service, SMS Land to Mobile Text Messaging Service and/or any other Wireless Services, which CloudClevr Limited may from time to time provide. “Wireless Service Period” means the period commencing at the Commencement Date during which period the Wireless Services are provided by CloudClevr Limited to the Customer pursuant to this Agreement.

2. Sale and Purchase of Mobile Equipment **2.1** CloudClevr Limited agrees and undertakes: **2.1.1** subject to acceptance by CloudClevr Limited of a Sales Order, to sell and supply to the Customer the Wireless Services and Mobile Equipment requested in that order under the terms of this Agreement; and **2.1.2** where CloudClevr Limited accepts a Sales Order for Mobile Equipment, to arrange for any such Mobile Equipment to be delivered to the Customer. **2.2** CloudClevr Limited will use its reasonable endeavours to ensure that all Mobile Equipment when delivered is in full working order and performs in accordance with the manufacturer's description and specification.

2.3 CloudClevr Limited warrants that each item of Mobile Equipment will conform in all material respects to the manufacturer's specification for a period of 12 months from the date of dispatch of such equipment. If the Customer notifies CloudClevr Limited of any defect or fault in the Mobile Equipment whereby it fails to conform in all material respects with such specification, CloudClevr Limited shall, at CloudClevr Limited’s option, repair or replace the Mobile Equipment. **2.4** CloudClevr Limited's obligation to sell and supply Mobile Equipment shall cease as and from the date of any Termination Notice, although CloudClevr Limited may thereafter sell and supply Mobile Equipment to the Customer at its discretion. **2.5** Acceptance of the Mobile Equipment by the Customer shall take place when the Customer takes delivery or possession of the Mobile Equipment. Title to the same will not pass to the Customer until (i) the date on which all invoices relating to such Mobile Equipment have been paid in full and provided that no other sums are overdue to CloudClevr Limited from the Customer on any account whatsoever or

(ii) where the Customer has a Hardware Account, the date on which the Line Rental Charges per connection specified in the Sales Order for the entire Minimum Period have been paid in full. **2.6** The Customer undertakes not to sell, transfer, lease, charge, assign by way of security or otherwise deal in or, encumber the Mobile Equipment in any way until such time as all sums outstanding in respect of the purchase of such items have been paid in full by the Customer. **2.7** Notwithstanding paragraph 2.5 above, risk in the Mobile Equipment will pass to the Customer upon delivery and the Customer will be liable for any loss or damage of the same as and from the time when the Mobile Equipment is delivered to the delivery location specified in the Sales Order unless the damage is caused by the negligence of CloudClevr Limited. **2.8** CloudClevr Limited reserves the right to add to, substitute, or to discontinue any item of Mobile Equipment at any time. CloudClevr Limited does not guarantee the continuing availability of any particular item of Mobile Equipment and (as the Customer acknowledges) may be dependent upon third parties in this respect.

3. Provision of Airtime and Wireless Services **3.1** CloudClevr Limited agrees and undertakes that it will as and from the Commencement Date and throughout the Wireless Service Period use its reasonable endeavours to:

3.1.1 procure from the Network Operator Airtime on a 24 hour per day 365 days per year basis; and **3.1.2** procure from the Network Operator Numbers for assignment to SIM Cards and use by the Customer with the Devices; and **3.1.3** connect and activate each SIM Card on to the Wireless Services and to allocate Numbers appropriately to each SIM Card; and **3.1.4** subject to earlier termination of this Agreement, provide the Wireless Services for a period up to and including the Minimum Period of the last Device supplied under this Agreement; and **3.1.5** provide the Mobile Web Service, subject to the Customer: **3.1.5.1** entering into an End-User Licensed Software agreement with the owner of the copyright in the End-User Licensed Software to protect the owner’s interest in such software; and **3.1.5.2** agreeing to meet the minimum specifications for handheld PC operating systems and laptop PC operating systems as set out by CloudClevr Limited from time to time; and **3.1.5.3** procuring Devices that are approved by CloudClevr Limited for use with the Mobile Web Service. CloudClevr Limited has a list of Devices (with appropriate software versions) that are approved to access the Mobile Web Wireless Service and these are available on request; **3.1.6** provide the Mobile Extension Wireless Service and/or the GPRS Bearer Wireless Service and/or the SMS Land to Mobile Text Messaging Wireless Service (or any other Wireless Service that CloudClevr Limited introduces from time to time that utilises private circuit or virtual private circuit) subject to the Customer procuring a private circuit or virtual private circuit that meets CloudClevr Limited’s minimum specification from time to time; and **3.1.7** provide any Value Added Wireless Services requested by the Customer. **3.2** CloudClevr Limited reserves the right to add to, substitute, or to discontinue any Value Added Service at any time. CloudClevr Limited does not guarantee the continuing availability of any particular Value Added Service and (as the Customer acknowledges) may be dependent upon third parties in this respect. **3.3** The Customer agrees not to use the SMS Text Messaging Service for the purpose of marketing or advertising the Customer’s or any third party’s products or Wireless Services to Device users without the consent of those users. **3.4** The Customer agrees that in using the SMS Text Messaging Service:

3.4.1 each SIM Card is capable of receiving text messages which may originate from a variety of sources; and **3.4.2** CloudClevr Limited is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent to the Customer's SIM Cards, which originate from such sources. **3.5** The Customer agrees that in using the SMS Land to Mobile Text Messaging Service:

3.5.1 CloudClevr Limited is acting as a wireless service provider and as such has no knowledge of, involvement with, or liability for the specific content of any text messages sent by the Customer using the SMS Land to Mobile Text Messaging Service; and **3.5.2** the Customer will use reasonable endeavours not to use or permit any other person to use the SMS Land to Mobile Text Messaging Service: **3.5.2.1** fraudulently or in connection with a criminal offence; or **3.5.2.2** for the purpose of sending unsolicited text messages; or **3.5.2.3** to send any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax, in breach of any person’s intellectual property rights or rights of privacy or is otherwise unlawful; or **3.5.2.4** to cause annoyance, inconvenience or needless anxiety; or **3.5.2.5** other than in accordance with the acceptable use policies of any connected telecommunications networks. **3.6** The Customer shall submit a separate Sales Order for GPRS Bearer to CloudClevr Limited, upon acceptance of which CloudClevr Limited will commence evaluation of the details submitted in the form of a technical assessment. **3.6.1** CloudClevr Limited shall not be obliged to provide GPRS Bearer to the Customer where the Customer is unable or unwilling to make modifications to its infrastructure in order to accommodate GPRS Bearer, in which event CloudClevr Limited shall advise the Customer in writing that it is unable to provide GPRS Bearer and such written notice shall terminate the Sales Order. CloudClevr Limited shall have no liability to the Customer in respect of such termination. **3.6.2** Following the technical assessment, where CloudClevr Limited recommends the Customer to make modifications to its infrastructure in order to accommodate GPRS Bearer then CloudClevr Limited will notify the Customer in writing. **3.6.3** If the Customer does not accept all recommendations made pursuant to clause 3.6.2 within 30 days of those recommendations being provided to the Customer by CloudClevr Limited, then the Sales Order for GPRS Bearer will terminate and CloudClevr Limited shall have no liability to the Customer in respect of such termination. **3.6.4** The Customer may use GPRS Bearer in the configuration devised by CloudClevr Limited. CloudClevr Limited reserves the right to suspend

or terminate GPRS Bearer where the Customer operates GPRS Bearer in a configuration which is not in accordance with the same. **3.7** The Customer shall not be permitted to transfer a SIM Card from the tariff to which that SIM Card was originally connected ("the Original Tariff") except in the following circumstances:

3.7.1 where the Customer wishes to connect that SIM Card to a tariff for which the Line Rental Charges are the same as, or more expensive than, the Original Tariff; or **3.7.2** where the Customer agrees to pay to CloudClevr Limited the difference between the Line Rental Charges for the Original Tariff and the Line Rental Charges for the less expensive tariff for the remainder of the Minimum Period for that SIM Card; or **3.7.3** where CloudClevr Limited agrees in writing that the SIM Card may be transferred to a tariff with lower Line Rental Charges, subject always to any additional terms which CloudClevr Limited may specify and the Customer has accepted; or **3.7.4** at any time after 6 (six) months of the Minimum Period have expired.

4. Service Standards **4.1** CloudClevr Limited warrants that it will perform its obligations in this Agreement with reasonable skill and care and that: **4.1.1** the Wireless Services will conform in all material respects to the description of the same in the Price List; and **4.1.2** it will keep complete and accurate records of call and billing data so as to ensure accurate billing; and **4.1.3** it will operate the CloudClevr Limited Helpdesk during CloudClevr Limited's normal business hours. **4.2** The Customer acknowledges that the provision of Airtime is subject to the geographic tent of Airtime coverage and local geography, topography and/or atmospheric conditions and/or other physical or electromagnetic interference that may from time to time adversely affect the provision of the Airtime in terms of line clarity and call interference. **4.3** CloudClevr Limited may, where reasonable, from time to time and without notice suspend the Wireless Services and provision of Customer Wireless Services and at its discretion disconnect a SIM Card in any of the following circumstances provided that it shall use reasonable endeavours to restore the Wireless Services and reconnect the SIM Card as soon as reasonably practicable: **4.3.1** during any technical failure, modification or maintenance of the telecommunications systems by which the Wireless Services are provided or access to the Wireless Services is denied to CloudClevr Limited for any reason; and/or **4.3.2** if the Customer fails to comply with the terms of this Agreement after being given written notice of its failure (including, but not limited to, failure to pay any sums due hereunder) until such failure to comply is remedied; and/or **4.3.3** if the Customer allows to be done anything which in CloudClevr Limited's reasonable opinion may have the effect of jeopardising the operation of the Wireless Services, or the Wireless Services are being used in a manner prejudicial to the interest of the Customer and/or CloudClevr Limited and/or the Network Operator; and/or **4.3.4** because of an emergency or upon instruction by emergency services or any government or appropriate authority (including the Network Operator) or for the Customer's own security. **4.4** CloudClevr Limited can at its discretion suspend any SIM Card from making calls and disconnect any SIM Card from the Wireless Services if CloudClevr Limited has reasonable cause to suspect fraudulent use of the SIM Card or the Device, or either are identified as being lost or stolen. **4.5** During any period of suspension arising from the circumstances detailed in paragraphs 4.3.2 to 4.3.4 inclusive, or paragraph 4.4, the Customer shall remain liable for all Charges levied in accordance with this Agreement.

5. Disconnection of SIM Cards **5.1** A Disconnection Notice may be given by the Customer in respect of a SIM Card upon or at any time after the expiry of the Minimum Period. **5.2** Upon giving of a Disconnection Notice CloudClevr Limited will disconnect the relevant SIM Card or SIM Cards from the Wireless Services in accordance with the Disconnection Notice upon the expiry of 30 days from the date of the Disconnection Notice. **5.3** The Customer will pay to CloudClevr Limited any applicable Termination Fee in respect of the SIM Card(s) disconnected.

6. Billing Arrangements **6.1** CloudClevr Limited shall following the end of each calendar month on the date agreed from time to time, submit to the Customer one or more invoice(s) which shall itemise charges for the Wireless Services. **6.2** All Charges shall be based upon call and billing data recorded by CloudClevr Limited on the CloudClevr Limited System. The Customer acknowledges that roaming calls may take longer to be billed than other types of calls.

7. Customer's Obligations **7.1** The Customer undertakes with CloudClevr Limited that throughout the Wireless Service Period it will: **7.1.1** comply with all statutory requirements in relation to the use of the Devices and/or other Mobile Equipment and the Wireless Services; and **7.1.2** provide CloudClevr Limited with such information as CloudClevr Limited reasonably request in connection with this Agreement; and **7.1.3** not use the SIM Card and/or Devices and/or other Mobile Equipment and the Wireless Services for any purpose other than that for which it was designed or intended; and **7.1.4** notify CloudClevr Limited immediately (and confirm in writing) on becoming aware that any Device or SIM Card has been lost or stolen or that any person is making improper or illegal use of the Device, SIM Card or the Wireless Services. The Customer will be responsible for any Charges incurred as a result of unauthorised use of any Device, or SIM Card, or the information contained within a SIM Card, until CloudClevr Limited has received a request from the Customer to suspend the Wireless Services to that Device or SIM Card. **7.2** The Customer undertakes with CloudClevr Limited that throughout the Wireless Service Period it will: **7.2.1** pay the standard charges levied by CloudClevr Limited from time to time applicable to repair work on Mobile Equipment; and **7.2.2** use the Mobile Equipment and any Software (including any End-User Licensed Software) in accordance with any user guide or other reasonable instruction of any manufacturer or supplier of the same or reasonable instruction of CloudClevr Limited and not copy, reverse engineer or modify the Software or the End-User Licensed Software in any way save as permitted by law. **7.2.3** not use the Wireless Service to

(i) generate artificially inflated traffic, (ii) not use the Wireless Services in a manner which is inconsistent with a reasonable customer's good faith use of the same, and (iii) not use the Wireless Services fraudulently or in connection with a criminal offence or for the purpose of sending unsolicited text messages or any material which is offensive, abusive, indecent, defamatory, obscene or menacing, a nuisance or a hoax or which breaches any persons intellectual property rights or rights of privacy or is otherwise unlawful. **7.3** The Customer will take all reasonable steps to ensure that all its Device users invoke password protection on their Devices. CloudClevr Limited shall not be liable for any losses whatsoever or howsoever occurring as a result of a Device user failing to invoke adequate password protection. The Customer should note, and inform its users, that text messages as well as emails are retained on certain Devices even when the Device is turned off or the SIM Card is removed from it. **7.4** The Customer agrees that it is procuring the SIM Cards and Devices and Wireless Services solely for its and its employees own use and furthermore that it will not resell or otherwise act as any form of distributor in respect of the SIM Card, the Devices, or the Wireless Services nor establish, install or use a GSM Gateway so that telecommunication services are provided via the GSM Gateway to third parties. **7.5** Where the Customer accepts the terms of a licence in respect of any End-User Licensed Software, then those licence terms shall take precedence over any terms within this Agreement relating to End-User Licensed Software and shall exclusively comprise the Customer's sole rights and remedies in respect of such End-User Licensed Software. **7.6** The Customer recognises that the Wireless Services may be dependent upon End-User Licensed Software and if the Customer does not accept the licence terms relating to any End-User Licensed Software, CloudClevr Limited shall have no liability whatsoever for any failure to provide the Wireless Service to the Customer where the Wireless Service depends on the use of End-User Licensed Software. **7.7** In the event that a Device and/or other Mobile Equipment or Software is damaged, destroyed, lost or stolen then the Customer agrees to pay the applicable replacement or repair charges as set out from time to time in the CloudClevr Limited Price List and shall be liable to CloudClevr Limited in respect of any charges, losses or expenses associated with such damage, destruction, loss or theft. **7.8** The Customer may transfer existing number(s) for use in connection with the Wireless Services. The Customer's existing service provider reserves the right to charge a disconnection fee when moving to another network. For the avoidance of doubt, CloudClevr Limited has no control over the amount of any such fees imposed by such service provider.

8. Ownership Title to, and all intellectual property rights in the Software, associated documents and all parts thereof will be and remain vested in and be the absolute property of the owner of the copyright in the Software or associated documents as appropriate, which owner shall be entitled to enforce any of the terms of this Agreement relating to the Customer's use of that Software, associated documents and all parts thereof, directly against the Customer.