Private and Confidential

SERVICE AGREEMENT

Between

Anywhere Sim Limited

And

XXX

This agreement is made the day of

Between

Anywhere Sim Limited a company incorporated and registered in England and Wales, number 09615065 whose registered office is 7 Twin Brook Business Park, Twin Brook Road,, Clitheroe, Lancashire, BB7 1QX

And

XXX

Description

For the provision of Anywhere Fone, Footprint GPS tracking units, OwnFone Mobile, Anywhere Protect Lone Worker App, and other alarm, safety & data solutions together with related annual Mobile Data services including web portal access and management in the United Kingdom only.

Term

12 months from the date of mobile data activation (date to be inserted)

Pricing

Initial costs per attached order confirmations. The Annual Data charge will include all calls and tracking subject to Fair Usage. Renewed Annual Data charges to be agreed 3 months prior to the following year based on fair usage during the first year's agreement period.

Pricing Adjustments

The annual data charges are fixed for the first year but are subject to Fair Usage and the terms set out in the responsibilities of the provider.

Footprint device price is fixed at £95 + VAT for any future purchases for the first year.
Anywhere Fone device price is fixed at £95 + VAT for any future purchases for the first year.
OwnFone Mobile price is fixed at £70 + VAT for any future purchases for the first year.

Annual Service Charge price is fixed at £60 + VAT for any future purchases during the first year.

Fair Usage

Usage for the whole team has been estimated on the basis of the devices being permanently connected to the web platform by GPRS data connection. It is not expected that there will be significant Voice Traffic or SMS Traffic – with less than 10% of devices generating significant Voice or SMS each month.

If individual units exceed the planned usage we will not charge for any additional data, SMS or calls bill providing the whole team plan is working within planned limits.

If usage of individual units suggests that the SIM has been removed and is being used in another device we will inform XXX immediately and reserve the right to disconnect the SIM and recover the unauthorised costs as appropriate.

If the usage is exceeded for the whole team as a result of changes to the way the devices are used, we will discuss before any changes are made.

Payment Terms

Invoices will be produced and submitted once this agreement has been signed and returned by XXX authorised signatory. Payment for these invoices should be made as soon as the goods have been signed as received in good condition by XXX.

Renewal of Services

Renewal of the annual Services will be agreed 3 months prior to the end of the first year. At this time, usage of units will be calculated, and an annual costing will be agreed by both parties based on fair usage being upheld throughout the agreement period. The contract may be extended for further 12-month periods subject to the prior written confirmation of both parties.

Confidentiality

Neither party shall use or disclose any confidential information of the other which is disclosed or otherwise comes into its possession directly or indirectly as a result of this agreement except as strictly necessary to perform its obligations or exercise its rights under this agreement.

Publicity

Neither party shall make any statement in relation to the subject matter of this Agreement other than as agreed in writing between the parties.

Force Majeure

Neither party shall be liable for any delays or failures to perform any of its obligations under this Agreement which are caused by a Force Majeure Event, nor shall Anywhere Sim (for the avoidance of doubt) be liable for any delays or failures to perform any of its obligations under this Agreement which are caused by a Force Majeure Event which affects Anywhere Sim or Anywhere Sim's other contractors.

A force majeure event would free both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot crime, or an event described by the legal term act of God (such as hurricane, flooding, earthquake, volcanic eruption, etc), prevents one or both parties from fulfilling their obligations under the contract.

In the event that either party becomes aware of any such delays or failures it shall immediately notify the other party of the Force Majeure Event and its anticipated duration.

If such delay or failure continues for more than 60 days from the date of initial notification of the occurrence of the Force Majeure Event, the party not affected by such Force Majeure Event shall be entitled to terminate this Agreement or the relevant part of it so affected forthwith. In the event of termination of the contract an agreed amount pro rata to the time remaining on the contract would be refunded to XXX.

Governing Law

This Agreement and any issues or disputes arising out of or in connection with it (whether such disputes are contractual or non-contractual in nature, such as claims in tort, for breach of statute or regulation) shall be governed by and construed in accordance with the law of England and Wales.

Obligations

1.1 Anywhere Sim is responsible for all actions and delivery of the supply chain as detailed in the attached Statement of Works.

1.2 Anywhere Sim shall

1.2.1 Inspect all Products received from the Supply Chain and any damaged, missing or unexpected Products shall be dealt with appropriately by Anywhere Sim given the condition of the Product.

1.2.2 provide all necessary and appropriate training and literature required

1.2.3 Develop and share with XXX an on-going product development roadmap periodically throughout the Term where the aim is for Anywhere Sim to enhance and diversify the product provided. Any upgrade that can be implemented remotely will be offered free of charge.

1.2.4 provide technical support to XXX staff in accordance to the level of product information required.

1.2.5 Allow access to Anywhere Sim tracking portal for authorised XXX staff, to be confirmed by XXX. Any changes in this list must be submitted in writing to Anywhere Sim for amends. Any amends would be carried out free of charge.

1.2.6 Will monitor usage of all units to provide support and ensure a fair usage is being maintained and for test case purposes.

1.2.7 keep XXX personnel regularly informed if for any reason the Network is in breach of any service with regard to data security; system backups; planned/non-planned downtime and coverage (whether reduced coverage or full Network loss) as supplied through the Network and on this situation arising, contact XXX at the earliest opportunity and update hourly (or as frequently deemed necessary by XXX) as to the Network's progress in resolving each incident to ensure that XXX can adequately deal with any lone worker issues.

1.2.8 Replace free of charge, faulty product within the product warranty period (12 months). Any faulty product must be returned to Anywhere Sim for evaluation and testing purposes. Anywhere Sim cannot guarantee the same SIM or mobile number for replacement units. The cost of replacement product will be fixed for the first 6 months and any increase would be notified in writing one month prior to commencement. This would only be enforced if product component costs increased or currency rates altered to the detriment of Anywhere Sim sourcing products.

1.2.9 be available to meet with XXX on a regular (quarterly) basis to discuss the project and any other matters

1.3 Anywhere Sim shall provide the Services:

1.3.1 using the reasonable skill and care of a competent provider of such Services; and in a manner which does not prevent compliance with Regulatory Requirements and all Relevant Laws from time to time.

1.3.2 Anywhere Sim cannot, and does not, guarantee that the Services will be provided uninterrupted or error free.

1.4 XXX shall

1.4.1 Inform Anywhere Sim immediately upon notification, of any lost or stolen units which will then be disconnected from the Network.

1.4.2 keep Anywhere Sim up to date with any changes of employees with administrative rights for web tracking system

1.4.3 inform in writing, any mobile number changes that are required to be programmed into the units. Timescales for amends will be agreed at time of request.

1.4.4 Not allow staff access to the web portal other than those registered on the system.

AGREED by the parties through their duly authorised signatories

Signed by:

Print Name Date

As duly authorised for and on behalf of Anywhere Sim Limited

Signed by:

Print Name Date

as duly authorised for and on behalf of XXX

Handset Order Confirmation

Order confirmation to be inserted

Quoted prices

XXX

Data Order Confirmation

Order confirmation to be inserted

Quoted prices

XXX